

RELEASE AND WAIVER OF LIABILITY

I AM AWARE AND UNDERSTAND THAT PERMANENT JEWELRY REQUIRES THE PROCEDURE OF WELDING JEWELRY AND SUCH PROCEDURE IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, PAIN, SUFFERING, DISABILITY, DEATH, PROPERTY DAMAGE AND/OR FINANCIAL LOSS. I AM ALSO AWARE OF THE CONTAGIOUS NATURE OF COVID-19 AND OTHER INFECTIOUS DISEASES (COLLECTIVELY, THE "DISEASE") AND THE RISK THAT I MAY BE EXPOSED TO OR CONTRACT THE DISEASE BY BEING ON THE PREMISES OF BARIBAULT JEWELERS AND ENGAGING IN OR WHILE UNDERGOING THE PROCEDURE TO OBTAIN PERMANENT JEWELRY, WHICH MAY RESULT IN ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THESE RISKS, AND ANY INJURIES I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF BARIBAULT JEWELERS, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR FIRST AID RESPONSE OF BARIBAULT JEWELERS. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN AND DESIRE TO OBTAIN PERMANENT JEWELRY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING FROM MY PARTICIPATION IN THE PROCEDURE TO OBTAIN PERMANENT JEWELRY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF BARIBAULT JEWELERS OR OTHERWISE.

I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST BARIBAULT JEWELERS AND ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF PERSONAL OR PSYCHOLOGICAL INJURY, ILLNESS, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, OR FINANCIAL LOSS ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE PROCEDURE TO OBTAIN PERMANENT JEWELRY, WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF BARIBAULT JEWELERS OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST BARIBAULT JEWELERS OR ANY OTHER RELEASEE AND FOREVER RELEASE AND DISCHARGE BARIBAULT JEWELERS AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS. THIS WAIVER AND RELEASE DO NOT EXTEND TO CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY OTHER LIABILITIES THAT CONNECTICUT LAW DOES NOT PERMIT TO BE RELEASED BY AGREEMENT.

I confirm that I: (a) am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the procedure necessary to obtain permanent jewelry (hereinafter referred to as "the Activity"); and (b) am not experiencing symptoms of the Disease (such as cough, shortness of breath, sore throat, congestion, headache, muscle or body aches, chills, or fever), do not have a confirmed or suspected case of the Disease, and have not come in contact in the last fourteen [14] days with a person who has been confirmed to have or suspected of having the Disease. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity and the Disease while on the premises of Baribault Jewelers or participating in the Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions of Baribault Jewelers at all times while on the premises or during the Activity. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, or I begin experiencing symptoms of the Disease, I will immediately discontinue further participation in the Activity. I acknowledge that Baribault Jewelers is relying on these statements to allow me to participate in the Activity.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the procedure to obtain permanent jewelry. I understand and agree that I am solely responsible for all costs of such medical treatment and any related medical transportation and/or evacuation. **I hereby release, forever discharge, and hold harmless Baribault Jewelers from any claim based on such treatment or other medical services.**

This Release constitutes the sole and entire agreement of Baribault Jewelers and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of Baribault Jewelers and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts in Connecticut. I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE BARIBAULT JEWELERS.

Signed: _____

Address: _____

Printed Name _____

Date: _____

I am the parent or legal guardian of the minor named below. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release and Waiver of Liability.

Signed: _____

Minor Name: _____

Printed Name of Parent or Legal Guardian:

Date of Birth: _____

Address:

Date: _____