



the Spa

Woodstock Inn & Resort Spa Waiver Form

Personal Information

First & Last Name _____

Street Address _____ City _____ State _____

Birthday _____

Phone (_____) - _____ - _____ E-mail _____

Would you like to receive e-mail promotions? Yes No

How did you hear about us? Hotel Local B&B Friend Other _____

Treatment Details

Please indicate any areas you would like the therapist to focus on during your massage.

Anything else you would like your therapist to know regarding any recent injuries?

Please list any allergies or skin sensitivities. _____

If you are pregnant, # of weeks? _____

Please list any medications. _____

If receiving a facial, do you currently use any retinol No Yes, What Brand? _____

Please list date of most recent Botox, injectables, or chemical peel _____

In the event you experience any pain or discomfort during your treatment, please let your provider know immediately. Any illicit or sexually suggestive remarks or advances may be considered sexual harassment and will result in the immediate termination of the session.

Because massage, bodywork, or facials should not be performed under certain medical conditions, I affirm that I have stated all my known medical conditions below. I agree to keep the practitioner updated as to any changes in my medical profile & understand that there shall be no liability on the practitioner's part should I fail to do so.

Please list relevant medical conditions _____

Express Assumption of Risk, Waiver & Release For Spa

Please take a moment to carefully read the following information and sign where indicated.

In consideration of my participation in Spa Services (massage, manicure, pedicure, depilation, facials, etc.) at The Spa (the "Facility") to the fullest extent allowed by law I hereby **release, discharge and covenant not to sue** The Spa at the Woodstock Inn & Resort including their respective directors, officers, employees, agents representatives, insurers, clients, successors, assigns, and any property owners, ("Released Parties") and further release from liability the Released Parties from any and all claims, losses damages, or liability, INCLUDING LOSSES DUE TO THE NEGLIGENCE OR ANY OTHER CAUSE OF RELEASED PARTIES WHEN PERFORMING ANY SPA SERVICES, ("Losses") resulting on personal injury, accidents or illnesses (including death), and property loss, including theft, arising from participation in the Spa Services or using the Facility. Released Parties are not liable for any theft, or loss of personal property, including jewelry or other personal items. In no event shall the Released Parties be liable for property exceeding \$1,000 and will only be liable for that amount if the item was registered with the Facility and the loss was caused solely by the fault of the Related Parties.

I understand that the staff does not diagnose illness or prescribe medical treatments or pharmaceuticals and that services rendered by the staff are not medical in nature and are not a substitute for diagnosis and treatment by a licensed medical professional. I have consulted a physician regarding participation in the Spa Services and I shall update my service provider with any changes in my health, and my services provider shall not be liable should I fail to do so.

I hereby understand that my participation in the Spa Services shall carry certain inherent risks that cannot be eliminated regardless of care taken to avoid injuries. I HEREBY STATE THAT MY PARTICIPATION IN THE SPA SERVICES IS VOLUNTARY, AND I ASSUME ALL RISK. Inherent risks include, but are not limited to: MINOR RISKS such as minor injuries such as bruises, improper product application, scratches, skin irritation, allergic reactions, and minor bleeding; and MAJOR RISKS such as eye injury, loss of sight, infection, permanent scarring, dermatological skin reactions, heart attacks, allergic reactions, concussions, personal injury and catastrophic injuries such as paralysis or death. I further agree that neither I nor my estate, heirs or assigns WILL EVER SUE the Released Parties, and that WE WILL DEFEND AND INDEMNIFY the Released Parties if any claim or action is pursued by anyone arising out of any injuries, damages or death to me that has any connection whatsoever to my participation in Spa Services or other use of the Facility.

By entering your name here and submitting this form you certify to have read and understand this questionnaire.

I have hereby read and understand this **Express Assumption of Risk and Waiver, and I release, discharge and covenant not to sue** the Released Parties from any and all Liability INCLUDING FOR NEGLIGENCE, past, present and future relating to Spa Services at the Facility. I am giving up substantial rights, including rights to sue, and I acknowledge that I am signing this waiver voluntarily. I agree that if any portion of this document is deemed unenforceable, all other portions shall be given full force and effect. I also agree and understand that ALL CLAIMS arising from the any Spa Services I participate in at the Facility including for PROPERTY DAMAGE, INJURY and/or DEATH, shall be governed by the law of Vermont and that the exclusive jurisdiction for any claim or lawsuit I may bring related in any way to this Agreement and my of use of the Facility shall be brought only in the state or federal court of Windsor County, Vermont.

Client Name (Print) _____ Client Signature _____

Parent/Guardian Name (If applicable) _____

If signing on behalf of a minor, you acknowledge you have authority to sign on their behalf and accept all terms of this agreement for yourself and the minor.

Date _____