

SIMPLY MORENO AGREEMENT AND WAIVER

1. You (**you, your, the Participant**) request to participate in the Activities set out in your Simply Moreno Custom Package and Terms and Conditions that are provided by Simply Moreno ABN 44 943 955 198 (**Simply Moreno, we, our, us**) or third parties engaged by us.

Your initial_____

2. You acknowledge that the Activities, including but not limited to spa use, make-up application sessions and events held by Simply Moreno may expose you to risk, including accidents, injury, illness or even death. You acknowledge that any risks inherent in the Activities will be exacerbated if you consume alcohol during the Activities. You assume all risk of injuries associated with participation in the Activities, including but not limited to, falls, contact with other participants, negative skin reactions to any make up you use, risks inherent in being submerged in hot water, such as overheating, slipping, the effects of humidity, the risks associated with the consumption of alcohol and the loss of your personal property and exclude Simply Moreno from liability in relation to the Activities.

Your initial_____

3. Spa use can have negative effects on your health and subject you to risk of serious injury, particularly when coupled with alcohol consumption. For example, as a result of using a spa, you may suffer from dehydration, a negative reaction to heat, increased menstrual flows, skin allergies, headaches and injuries associated with slipping, such as bruising or broken bones. Simply Moreno urges you to obtain a physical examination from a doctor before participating in any Activities involving a spa. You agree that when you engage in the Activities involving spa use you do so entirely at your own risk.

Your initial_____

4. You acknowledge that cosmetics may be dangerous, if used incorrectly, or if you are allergic to any ingredients contained in cosmetic products, and you agree that you use any cosmetics we provide to you during the Activities entirely at your own risk.

Your initial_____

5. You warrant and represent that you have no injuries, physical restrictions, disabilities or predispositions to sickness or injury (**Conditions**) that may affect your participation in the Activities or that if you are aware of such Conditions, you participate in any activities provided by Simply Moreno entirely at your own risk.

Your initial_____

6. You warrant that you will undertake an instructional consultation with our personnel prior to engaging in the Activities; comply with any safety guidelines, instructions and/or rules we provide to you; and stop participating in any Activities if you have any concerns about your health or safety or if you start feeling dizzy, faint, unwell or feel any unusual pain during the Activities.

Your initial_____

7. You exclude Simply Moreno and its directors, officers, employees and contractors involved in your participation in the Activities with Simply Moreno (**Releasees**) from any demand, claim, or other proceeding in relation to any injury or death or loss or damage to personal property in connection with your participation in the Activities with Simply Moreno, whether or not caused by the negligence of a Releasee.

Your initial_____

8. You agree to indemnify each Releasee in relation to any demand, claim or proceeding that may be brought in connection with your participation in the Activities with Simply Moreno where circumstances giving rise to such a demand, claim, or proceeding were caused or contributed to by you or your breach of Simply Moreno Membership Form and Agreement.

Your initial_____

9. You agree to the terms of our Privacy Policy available on our website located at the T&Cs tab.

Your initial_____

10. You agree that should any part of this Agreement and waiver be found by a court of law to be against public policy or in violation of any law, then only that wording is removed and the remainder of this Agreement and waiver will remain in full force.

Your initial_____

Signed by the Participant:	
Full name of the Participant	Signature of the Participant
_____	_____
_____	Date