

**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY FOR SCM**

Description and date(s) of Activity ("Activity"): Insert Program Name program at Dermalogica, LLC (1535 Beachey Place, Carson, CA 90746), offered Insert Program Start Date through Insert Program End Date, from 5:00pm to 6:00pm.

Waiver and Release. I, the undersigned, for myself, my heirs, personal representatives and assigns, in consideration for being allowed to participate in the above described Activity, do hereby release from liability and waive my right to sue Dermalogica, LLC, and its employees, officers, members, managers, agents, and affiliated legal entities from any and all claims, resulting in any personal injury, accidents or illnesses (including death), and property or any other economic loss I may suffer, or which may result from my participation in the Activity, travel to and from the Activity, or any events incidental to the Activity.

Express Assumption of Risk. I hereby assert that I am voluntarily participating in the Activity. I understand that there are risks associated with my participation in this Activity, and that specific risks vary from one activity to another, but such risks could include outcomes such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death or property or other economic loss. These injuries or outcomes may arise from my own or other's actions, inactions, or the condition of the Activity location or facility. Nonetheless, and with a full understanding and appreciation of the risks, I assume all risks of my participation in this Activity, whether known or unknown to me, including travel to and from the Activity or any events incidental to this Activity.

Indemnity. I agree to indemnify, defend, and hold harmless Dermalogica, LLC from any and all claims, actions, suits, procedures, expenses, costs, loss or damages and liabilities, including attorney's fees, as a result of my participation in this Activity, including travel to and from the Activity or any events incidental to this Activity.

Medical Attention. I authorize any employee or agent of Dermalogica, LLC, or the owners and lessors of the premises used to conduct the Activity and/or its authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon my transport to any such medical facility or hospital, Dermalogica, LLC and the owners and lessors of the premises used to conduct the Activity will not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall indemnify and hold Dermalogica, LLC and the owners and lessors of the premises used to conduct the Activity harmless of and from any costs incurred therein.

Understanding and Acknowledgement. I am 18 years or older. I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) releasing Dermalogica, LLC from all liability, (b) waiving my right to sue Dermalogica, LLC, (c) and assuming all risks of participating in this Activity, including travel to and from the Activity or any events incidental to this Activity. I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I HAVE FULLY READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE BELOW TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signed: _____

Date: _____

Name: _____
(please print)