



BEAUTOX BAR

Beautox Bar LLC • 7372 Kirkwood Court N, Maple Grove, MN 55369

Beautox Bar WBL LLC • 4503 Allendale Drive, White Bear Lake, MN 55127

COVID-19 & Vaccine Liability Waiver and Assumption of Risk

Client Name: _____

Purpose

This form is a combined COVID-19 / communicable-disease liability waiver and vaccine-timing / vaccine–treatment interaction waiver for appointments and treatments at Beautox Bar LLC and/or Beautox Bar WBL LLC (together, “Beautox Bar” or the “Clinic”). It addresses (a) the risk of exposure to COVID-19 and other communicable diseases in connection with clinic visits, and (b) the Clinic’s vaccination-timing policy and related assumption of risk and release for vaccine–treatment interactions.

This form is not a vaccination-status questionnaire. Beautox Bar does not ask you to disclose whether you have or have not received any vaccine (including any COVID-19 vaccine), or vaccine type or dates. This waiver is in addition to—and not a replacement for—any procedure-specific informed consent forms you sign for aesthetic or medical services. It is not a blanket waiver of medical malpractice claims for all aesthetic procedures; its scope is limited to COVID-19 / communicable-disease exposure and vaccine timing / vaccine–treatment interaction claims as described below.

Definition of Released Parties

As used in this Waiver, “Released Parties” means Beautox Bar LLC; Beautox Bar WBL LLC; and their respective owners, members, managers, officers, directors, employees, agents, representatives, contractors, and medical director(s) / licensed medical providers, as applicable, together with their successors and assigns.

Clinic Preventative Measures

I acknowledge that Beautox Bar has described preventative measures intended to reduce the risk of COVID-19 and other communicable disease transmission in connection with clinic appointments. Those measures may include, without limitation:

- Disinfecting treatment areas and frequently touched surfaces after each client
- Hand washing / hand hygiene by clinic team members
- Use of two waiting rooms to support distancing
- Separate treatment rooms and other social-distancing practices
- Contactless checkout where practicable
- Appointment-only scheduling (clinic not open to walk-in public)



I understand that these measures reduce but do not eliminate risk. Beutox Bar does not warrant or guarantee that I will not be exposed to or infected with COVID-19 or any other communicable disease before, during, or after my appointment, and no such zero-infection guarantee is made.

Assumption of Risk — COVID-19 / Communicable Disease

I understand that COVID-19 and other communicable diseases are highly contagious and that attending an in-person clinic appointment involves a risk of exposure. Exposure may occur before, during, or after my appointment (including in waiting areas, treatment rooms, restrooms, parking areas, or while traveling to or from the Clinic). Infection may result in illness, temporary or permanent disability, or death. I voluntarily assume all such risks of COVID-19 and other communicable disease exposure and infection in connection with my Clinic appointment.

I understand that this risk may result from the actions, omissions, or negligence of myself and of others, including other clients and Clinic staff, and that despite reasonable precautions the risk cannot be eliminated entirely.

Release & Covenant Not to Sue — COVID-19 / Communicable Disease Exposure

To the maximum extent permitted by Minnesota and federal law, I hereby release, waive, discharge, and covenant not to sue Beutox Bar LLC, Beutox Bar WBL LLC, and the other Released Parties from and for any and all claims, demands, causes of action, damages, losses, costs, and expenses of any kind ("Claims") arising out of or relating to my exposure to, or infection with, COVID-19 or any other communicable disease in connection with a Clinic appointment or visit—including Claims arising from the ordinary negligence of the Released Parties arising from their own acts or omissions (whether active or passive negligence)—EXCEPT that this release does not apply to Claims based on gross negligence, willful or wanton misconduct, or intentional misconduct of the Released Parties, or to Claims that cannot be waived under Minnesota law (including Minn. Stat. § 604.055 regarding greater-than-ordinary negligence).

Nothing in this Waiver claims that the federal PREP Act, or any Minnesota COVID-19 immunity statute, protects Beutox Bar for premises or appointment-related exposure; this Waiver relies on contractual assumption of risk and release as stated herein, subject to applicable law.

Vaccine Timing Policy

Beutox Bar's clinic policy is that clients should not receive vaccinations of any kind (including COVID-19 vaccines) within thirty (30) days BEFORE or thirty (30) days AFTER any aesthetic or medical treatment provided at the Clinic. The purpose of this policy is to reduce the potential for vaccine–treatment interactions and related adverse responses.

I acknowledge that I have been informed of this policy. I agree to comply with it. I understand that Beutox Bar does not require me to disclose my vaccination status, vaccine type, or vaccination dates, and this form does not ask me to confirm whether I have or have not been vaccinated. If I proceed with treatment despite noncompliance



with the 30-day policy, or despite uncertainty about whether I am in compliance, I voluntarily assume the risk of any vaccine–treatment interactions and related consequences as further described below.

Assumption of Risk & Release — Vaccines and Treatments

I understand that Beautox Bar does not administer vaccines and is not a vaccine manufacturer, distributor, or administering provider. Vaccines (including COVID-19 vaccines) are obtained and administered outside the Clinic. Treatments at Beautox Bar are separate from any vaccination I may receive elsewhere.

I understand that combining vaccinations with aesthetic or medical treatments—particularly within the 30-day windows described above—may carry risks that are not fully predictable for every individual. Possible concerns that have been discussed in connection with vaccine–treatment timing and interaction include, without limitation, hyperinflammation responses, blood clotting, excessive bleeding, heart issues, stroke, or similar serious reactions. Individual outcomes vary; no list is exhaustive.

To the maximum extent permitted by Minnesota and federal law, I release, waive, discharge, and covenant not to sue Beautox Bar LLC, Beautox Bar WBL LLC, and the other Released Parties from and for any Claims alleging that Clinic treatments caused or worsened vaccine-related reactions, or that a vaccine–treatment combination caused hyperinflammation, blood clotting, excessive bleeding, heart issues, stroke, or similar conditions—including Claims arising from the ordinary negligence of the Released Parties arising from their own acts or omissions (whether active or passive negligence)—EXCEPT Claims based on gross negligence, willful or wanton misconduct, or intentional misconduct of the Released Parties, and Claims that cannot be waived under Minnesota law (including Minn. Stat. § 604.055). Beautox Bar is not liable for reactions or conditions related to vaccines (including COVID-19 vaccines) in combination with Clinic treatments, except as carved out above.

Reporting Serious Reactions

If I experience a hyperinflammation response, blood clotting, excessive bleeding, heart issues, stroke, or any other serious or unexpected reaction after Clinic treatments, I agree to contact my physician or seek emergency care as appropriate, and to promptly notify Beautox Bar so the Clinic can document the event and advise on any Clinic-related follow-up. Notification to Beautox Bar does not replace medical care.

Age and Capacity

I represent that I am at least eighteen (18) years of age and that I am legally competent to understand and sign this Waiver and to consent on my own behalf.

Severability; Governing Law; Entire Agreement Note

If any provision of this Waiver is held unenforceable, the remaining provisions continue in full force and effect.

This Waiver is governed by the laws of the State of Minnesota, without regard to conflict-of-law principles. Venue for any dispute arising under this Waiver lies in the state or federal courts located in Minnesota.



This Waiver, together with any separate procedure-specific informed consent forms I sign for particular treatments, constitutes the understanding between me and Beautox Bar regarding the COVID-19 / communicable-disease and vaccine-timing / vaccine–treatment interaction topics addressed here. It does not replace those procedure-specific consents.

Acknowledgment and Agreement

I have carefully read this COVID-19 & Vaccine Liability Waiver and Assumption of Risk. I understand its contents, including the assumption of risk and release provisions (and the carve-outs for gross negligence, willful/wanton misconduct, intentional misconduct, and non-waivable claims under Minnesota law). I am signing voluntarily and of my own free will, without coercion. I agree to be bound by this Waiver.

Client Name (print): _____

Client Signature: _____ **Date:** _____

Clinic Team Member Name (print): _____

Clinic Team Member Signature: _____ **Date:** _____

This waiver applies to services and appointments at Beautox Bar LLC — 7372 Kirkwood Court N, Maple Grove, MN 55369 and Beautox Bar WBL LLC — 4503 Allendale Drive, White Bear Lake / White Bear Township, MN 55127.