The Esthetic Loft's Chemical Peel/Derma-planing Training Course

Terms and Conditions

**I. Conditions of Training Program Purchase and/or Attendance**

As the Buyer and/or Training Program Registrant (hereafter known collectively as “You”), you agree that by purchasing and/or registering for an **The Esthetic Loft, LLC** (hereafter referred to as “The Esthetic Loft”) Training Program, you have read, understood, and agreed to these General Terms and Conditions.

It is solely your responsibility to ensure that you are following all national or local jurisdictions’ laws relating to the application of chemical peels/derma-planing It is your responsibility to research and locate your state statutes and regulations, if any, regarding the practice of chemical peel application/dermaplaning. **The Esthetic Loft** provides training programs and issues certificates to credentialed beauty and health professionals. A Company certificate indicates that an individual has met The Esthetic Loft's standard for performing chemical peels/derma-planing. The Esthetic Loft does not train its clients to receive a state license or certificate, nor to receive continuing education for extending their government or state license. The Esthetic Loft cannot be held liable for any claims that may arise from the use of its techniques, products, or services in any State, Country, or Territory.

You agree to NOT use any recording devices, audio, still photo, or video, during the training program. Non-registered persons will NOT be allowed to observe or participate in any training programs.

**II. Safety During and After Training Programs and Indemnity for the Company**

You acknowledge, accept and agree that (a) use of products for training must be used with great care to prevent an accidental injury. you will practice great care during your training program and follow all prescribed safety guidelines under the supervision of your trainer. You also certify that you will practice great care in all chemical peel applications that you perform after you successfully pass your training program. You agree that **The Esthetic Loft** cannot be held liable for any injuries that may arise from your use of misuse of products and application techniques sold or supplied by **The Esthetic Loft.**

You acknowledge that all Company training programs involve “hands-on” training regarding chemical peel/derma-planing application. During the training program, you will be required to apply chemical peel solution to one of your classmates or use a 10’ scalpel to abrade the epidermis. If the training program is uneven and neither you nor The Esthetic Loft can supply a model, you may be required to work on a mannequin head during the training program. By voluntarily participating in the training program, you acknowledge and accept the risk associated with having another training program student apply chemical peel solutions to you or Derma plane your skin. You agree that you will not hold any of the fellow students in your training program or The Esthetic Loft liable for any injuries that you may sustain because of other students applying chemical peel solution to you. If you are unable to have a chemical peel applied due to medical reasons or other extenuating circumstances, then you must acquire approval from The Esthetic Loft to provide a model. If you provide a model because you cannot have a chemical peel applied, then your model will receive an application from the student who is partnered with you in the training program.

***INDEMNIFICATION***

**YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE ESTHETIC LOFT'S AGENTS, AFFILIATES, TRAINERS, INDEPENDENT CONTRACTORS, CONSULTANTS, HARMLESS AGAINST ANY AND ALL CLAIMS, REQUESTS, ACCUSATIONS, ALLEGATIONS, ASSERTIONS, COMPLAINTS, PETITIONS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, GOVERNMENTAL INQUIRIES, INVESTIGATIONS, DAMAGES, LIABILITIES, ATTACHMENTS, JUDGMENTS, LOSSES, PENALTIES, FINES, SETTLEMENTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEYS’ FEES, WHETHER INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE, OF ANY NATURE ARISING OUT OF OR RELATED TO REGISTRATION OR ATTENDANCE AT THE ESTHETIC LOFT TRAINING PROGRAMS OR THE USE OR MISUSE OF PRODUCTS OR SERVICES SOLD OR SUPPLIED BY THE ESTHETIC LOFT, INCLUDING, BUT NOT LIMITED TO INTELLECTUAL PROPERTY OF THE ESTHETIC LOFT. THIS INDEMNITY IS INTENDED TO APPLY TO ANY THEORY OF RECOVERY INCLUDING, BUT NOT LIMITED TO, CLAIMS OF ACTUAL OR ALLEGED NEGLIGENCE BY THE ESTHETIC LOFT, (WHETHER ACTIVE OR PASSIVE, SOLE OR CONCURRENT, SIMPLE OR CROSS, STRICT OR STATUTORY). NOTWITHSTANDING THE ABOVE, THE ESTHETIC LOFT, IF ANY, WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.**

III. Cancellation Policy:

The Esthetic Loft collects a full deposit to reserve a student's date and time slot. This deposit is due 10 days prior to training and is non-refundable unless the student cancels more than 10 days before the training date or the training is cancelled by The Esthetic Loft due to bad weather or unforeseen problems. All other cancellations forfeit the deposit. The training can be rescheduled to another day within 1 year of initial registration.

**Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**