



LIABILITY RELEASE AGREEMENT

This Release and Indemnification Agreement (the “Agreement”) was entered into this ____ day of _____, 2015, by and between Circadia by Dr. Pugliese, Inc. (the “Company”) and _____ (the “Buyer”).

- A. The Company is in the business of manufacturing and selling skin care products (the “Products”).
- B. The Buyer desires to purchase the Products from the Company.
- C. The sale of the Company’s Product to the Buyer is conditioned on the Buyer executing this Agreement.

Buyer’s Acknowledgments: The Buyer acknowledges the following:

- 1. The Buyer is licensed and insured to administer professional skin care services.
- 2. The Buyer has been provided access to the Company’s protocols and agrees to be trained by a representative of the Company to conduct the Company’s professional treatment services specified by the protocols.
- 3. The Buyer shall obtain a signed Consent Form for each of the Buyer’s clients prior to the client receiving any treatments and/or chemical peels from the Buyer. A copy of this form is attached as Exhibit “A”.

Release and Indemnification: The Buyer (for itself, its successors and assigns) hereby irrevocably and unconditionally agrees to release, indemnify, defend and hold harmless the Company and any and all of its predecessors, subsidiaries, successors, and any and all of its present or former officers, directors, administrators, attorneys, accountants, insurers, employees and agents (in their individual and/or representative capacities), from and against any and all injuries, damages, demands, liabilities, causes of action and legal theories of whatever kind, in law or in equity, in contract or tort or public policy (whether for compensatory or punitive damages); as well as from and against any and all other losses, damages, demands, claims, liabilities and expenses of any kind or nature whatsoever (whether or not brought by the Buyer or one of the Buyer’s clients or any other person or entity) (including reasonable attorneys’ fees) or other thing of value whatsoever, resulting from or otherwise relating to the Buyer’s application or use of a peel or other product distributed by the Company to the Buyer.

Counterparts: This Agreement may be executed in any number of counterparts, and all counterparts executed by the Company and the Seller together shall constitute one and the same agreement

CIRCADIA BY DR. PUGLIESE, INC.

Signature: _____

Name: _____

Title: _____