

TATTOO/PERMANENT BODY ART CONSENT FORM

Please initial on the lines before each question to show that you understand each provision. Feel free to ask any questions regarding this waiver.

In regards to receiving a tattoo at Walking On Sunshine, from Christina Lane with Crooked Tree Tattoo, LLC, hereinafter referred to as "Tattoo Studio", I agree to the following:

_____ - I, _____, (Print Name), have been fully informed of the risks associated with getting a tattoo. I fully understand that these risks, known and unknown, can lead to injury including but not limited to: infection, scarring, difficulties in the detection of melanoma and allergic reactions to tattoo pigment, aftercare products and/or soap. Having been informed of the potential risks associated with getting a tattoo I wish to proceed with the tattoo procedure and application and freely accept and expressly assume and all risks that may arise from tattooing.

_____ - I WAIVE AND RELEASE to the fullest extent permitted by law any person of the Tattoo Studio from all liability whatsoever, including but not limited to, any and all claims or causes of action that I, my estate, heirs, executors or assigns may have for personal injury or otherwise, including any direct and/or consequential damages, which result or arise from the procedure and application of my tattoo, whether caused by the negligence or fault of either the Tattoo Studio, or otherwise.

_____ - I have been given full opportunity to ask any questions about the procedure and application of my tattoo and all of my questions have been answered to my satisfaction.

_____ - I have been given instructions on the care of my tattoo while it is healing. I understand and will follow them. I acknowledge that it is possible that the tattoo can become infected, particularly if I do not follow the instructions given to me. If any touch-up work is needed due to my own negligence, I agree that the work will be done at my own expense.

_____ - I am not under the influence of alcohol or drugs, and I am voluntarily submitting to be tattooed without duress or coercion.

_____ - I do not suffer from diabetes, epilepsy, hemophilia, heart condition(s), nor do I take blood thinning medication. I do not have any other medical or skin condition which may interfere with the procedure, application or healing of the tattoo. I am not the recipient of an organ or bone marrow transplant or, if I am, I have taken the prescribed preventative regimen of antibiotics that is required by my doctor in advance of any invasive procedure such as tattooing or piercing. I am not pregnant or nursing. I do not have a mental impairment which may affect my judgement in getting a tattoo.

_____ - I am not allergic to lidocaine, and consent to use of a lidocaine solution as a numbing agent during the application of my tattoo.

_____ - The Tattoo Studio is not responsible for the meaning or spelling of the symbol or text that I have provided to them or have chosen from design sheets.

_____ - Variations in color and design may exist between the tattoo art I have selected and the actual art when it is applied to my body. I also understand that over time, the colors and clarity of my tattoo will fade due to unprotected exposure to the sun and the naturally occurring dispersion of the pigment under the skin.

_____ - A tattoo is a permanent change to my appearance and can only be removed by laser or surgical means.

_____ - I release the right to any photographs taken of me and the tattoo and give consent in advance to their reproduction in print or electronic form. Please alert the Tattoo Studio if you do not wish to give consent for this.

_____ - I agree that the Tattoo Studio has a no refund policy on tattoos.

_____ - I agree to reimburse the Tattoo Studio for any attorneys' fees and costs incurred in any legal action I were to bring against the Tattoo Studio and in which either the artist or the Tattoo Studio is the prevailing party. I agree that the courts located in Carter County within the state of Kentucky shall have jurisdiction and venue over me and shall have exclusive jurisdiction for the purposes of litigating any dispute arising out of or related to this agreement.

_____ - I acknowledge that I have been given adequate opportunity to read and understand this document, that it was not presented to me at the last minute, and I grasp that I am signing a legal contract waiving certain rights to recover damages against the Tattoo Studio.

_____ - The cost of my tattoo will be agreed upon before application of the tattoo, and all costs must be paid "up front" before beginning application of the tattoo.

_____ - A deposit for my tattoo may be required and if so I agree that this deposit will be non refundable in the event that I fail to appear at my scheduled appointment time. I will contact my artist as soon as possible if there are extenuating circumstances preventing my appearance at my scheduled appointment time.

If any provision, section, subsection, clause or phrase of this release is found to be unenforceable or invalid, that portion shall be severed from this contract. The remainder of this contract will then be congruent as though the unenforceable portion had never been contained in this document.

I hereby declare that I am of legal age and have provided proof of age and identification and am competent to sign this Agreement.

I HAVE READ THE AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

Signature: _____

Printed Name: _____

Address: _____ City/State: _____ Zip: _____

Date of Birth: ____/____/____