

WAIVER, RELEASE AND CONSENT TO TATTOO

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING

THIS DOCUMENT IS TWO PAGES. PLEASE INITIAL EACH PROVISION IN THE BOX PROVIDED AFTER READING TO SHOW THAT YOU UNDERSTAND EACH PROVISION.

In consideration of receiving a tattoo from _____ (the "Artist") and **Spirit House Studios** – MCC Global, LLC (and its employees, apprentices and agents, here and after collectively referred to as - "the Tattoo Studio"), I agree to the following:

I, _____ (clearly PRINT your name) have been fully informed of the inherent risks, associated with getting a tattoo. I fully understand that these risks, known and unknown may lead to injury, including but not limited to: infection, scarring, difficulties in detecting melanoma and allergic reactions to tattoo pigment, latex gloves, and/or soap. Having been informed of the potential risks associated with getting a tattoo, I still wish to proceed with the tattoo application and I freely accept and expressly assume any and all risks that may arise from tattooing.

I WAIVE AND RELEASE to the fullest extent permitted by law each of the Artist(s) and the Tattoo Studio from all liability whatsoever, for 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 application of my tattoo, whether caused by the negligence or fault of either the Artist or the Tattoo Studio, or otherwise.

Both the Artist and the Tattoo Studio have given me the full opportunity to ask any and all questions about the application of my tattoo and all of my questions have been answered to my total satisfaction.

The Artist and the Tattoo Studio have given me verbal and written instructions on the aftercare of my tattoo, and I understand and will follow them. I acknowledge that it is possible that a tattoo may become infected, particularly if I do not follow the instructions given to me. If any touch-up work to the tattoo 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 by the Artist(s) without duress or coercion of any type.

I do not have diabetes, epilepsy, hemophilia, a heart condition, nor do I take blood thinning medication. I do not have any other medical or skin condition that may interfere with the 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 preventive 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 that may affect my judgment in making this decision.

Neither the Artist nor the Tattoo Studio is responsible for the meaning or spelling of any symbol or text that I have provided to them or chosen from the flash (design) sheets.

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

A tattoo is a permanent change to my appearance and can only be removed by laser or surgical means, which can be disfiguring and/or costly and which in all likelihood will not result in the restoration of my skin to its exact appearance before being tattooed.

I release all rights to any photographs taken of me and the tattoo and give consent in advance to their reproduction in print or electronic form. *(If you do not initial this provision, please advise and remind your Artist and the Tattoo Studio NOT to take any pictures of you and your completed tattoo!).*

I agree to reimburse each of the Artist(s) and the Tattoo Studio for any attorneys' fees and costs incurred in any legal action I bring against either the Artist(s) or the Tattoo Studio and in which either the Artist(s) or the Tattoo Studio is the prevailing party. I agree that the courts of Texas in Jefferson County shall have sole jurisdiction and venue over me and shall have exclusive jurisdiction for the purpose 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 understand that I am signing a legal contract waiving certain rights to recover against the Artist(s) and the Tattoo Studio.

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 construed as though the unenforceable portion had never been contained in this document.

Section 229.406(c) of 25 Texas Administrative Code states: "A person younger than 18 years of age commits an offense if the person falsely states that the person is 18 years of age or older or presents any document the indicates that the person is 18 years of age or older to a person engaged in the operation of a tattoo or body piercing studio. An offense under this subsection is a Class B misdemeanor."

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

I HAVE READ THIS AGREEMENT AND BY AFFIXING MY SIGNATURE BELOW DO AGREE TO ALL TERMS PRESCRIBED THEREIN.

Print Full Name: _____

Address: _____

Date of Birth: _____

Telephone Number: _____ Form of ID: _____

Signature of Participant: _____ Date: _____

TO BE COMPLETED BY ARTIST

Tattoo selection: _____

Location of tattoo on body: _____

Color(s) Used: _____

Color(s) Used: _____

Needles(s) Used: _____