

WAIVER, RELEASE AND CONSENT TO PIERCE

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 body piercing 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 body piercing. I fully understand that these risks, known and unknown may lead to the risk of or injury, including but not limited to: discomfort or pain, infection, nerve damage, increased risks to adolescents during certain developmental stages, bleeding, swelling and allergic reactions to body jewelry, antiseptics, ointments, latex gloves, and/or soap(s). Having been informed of the potential risks associated with getting a piercing, I still wish to proceed with the body piercing. I freely accept and expressly assume any and all risks that may arise from piercing.

I WAIVE AND RELEASE to the fullest extent permitted by law each of the Piercer(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 assignees may have for personal injury or otherwise, including any direct and/or consequential damages, which result or arise from the body piercing, whether caused by the negligence or fault of either the Piercer or the Tattoo Studio, or otherwise.

Both the Piercer and the Tattoo Studio have given me the full opportunity to ask any and all questions about the piercing procedure and all of my questions have been answered to my satisfaction.

The Piercer and the Tattoo Studio have given me verbal and written instructions on the aftercare of my piercing, and I understand and will follow them. I acknowledge that it is possible that a piercing may become infected, particularly if I do not follow the aftercare instructions given to me.

I am not under the influence of alcohol or drugs, and I am voluntarily submitting to be pierced by the Piercer(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 a body piercing. 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.

A Piercing will leave a permanent mark in my skin even after the piercing has been removed and/or the pierced orifice may permanently close if the body jewelry is removed and I understand these facts.

I release all rights to any photographs taken of me and/or the piercing 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 Piercer and the Tattoo Studio NOT to take any pictures of you and your completed piercing!).*

I agree to reimburse each of the Piercer(s) and the Tattoo Studio for any attorneys' fees and costs incurred in any legal action I bring against either the Piercer(s) or the Tattoo Studio and in which either the Piercer(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 Piercer(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 that 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: _____ Age: _____

Telephone Number: _____ Form of ID: _____

Signature of Participant: _____ Date: _____

TO BE COMPLETED BY PIERCER:

Piercing Type: _____

Location of Piercing on body: _____

Jewelry composition: _____

Item/Manufacturer #: _____

Gauge: _____

I acknowledge that I have been pierced under the proper sterile conditions.