WAIVER, RELEASE AND CONSENT TO TATTOO

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING

THIS DOCUMENT IS TWO-PAGES. BY SIGNING THIS DOCUMENT, YOU ARE WAIVING LEGAL RIGHTS. PLEASE CAREFULLY READ THE ENTIRE DOCUMENT. PLEASE INITIAL IN THE SPACE PROVIDED TO SHOW YOU UNDERSTAND EACH PROVISION.

In consideration of receiving a tattoo from _____ (the "Artist") and Painstaking Art (including its associates, apprentices, agents, or any employees – collectively referred to as the "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 any and all risks that may arise from tattooing.

_____ - I **WAIVE AND RELEASE** to the fullest extent permitted by law each of the Artist and 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, gross negligence or by any other fault of either the Arist or the Tattoo Studio, or otherwise.

_____ - The Artist and the Tattoo Studio has given me the full opportunity to ask any question about the procedure and application of my tattoo and all my questions have been answered to my satisfaction.

_____ - The Tattoo Studio has given me verbal and written instructions on the care of my tattoo while it's 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 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 Tattoo Studio 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 that 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 that may affect my judgement in getting the tattoo.

_____ - I am not allergic to lidocaine, and consent to the use of a lidocaine solution as a numbing agent during the application of my tattoo. If you are allergic to lidocaine or do not want it to be used, please inform the Arist prior to beginning the procedure.

_____ - The Artist and the Tattoo Studio are not responsible for the meaning or spelling of the symbol or text that I have provide to them or chosen from the flash (design) sheets.

_____ - I was provided the opportunity to review or discuss the tattoo design including the approximate size and location of the tattoo, as well as the colors that will be used.

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_____ - 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 will 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 the right 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 inform the Tattoo Studio NOT to take any pictures of you and your completed tattoo*).

_____ - I agree to pay the price of the tattoo (PRICE: $_____) or the hourly rate (RATE: $_____/hour) charged by the Artist, including any agreed upon terms related to payment.

_____ - I agree that the Artist and the Tattoo Studio have a NO REFUND policy on tattoos, piercing and/or retail sales and I will not ask for a refund for any reason whatsoever.

_____ - I agree to reimburse the Artist and the Tattoo Studio for any attorneys' fees and costs incurred in any legal action I bring against the Artist or the Tattoo Studio in which either the Artist or the Tattoo Studio is the prevailing party. I agree that the courts of located in the County of Harris within the State of Texas 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. Further, I understand that I am signing *a legal contract waiving certain rights to recover damages* against the Artist and the Tattoo Studio, including damages resulting from negligence and gross negligence.

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 identification) and am competent to sign this Agreement.

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

Full Name: _____ Date of Birth: _____

Address: _____ Telephone Number: _____

_____ Form of ID: _____

Signature: _____ Date: ____/____/____