

229 Grand Avenue, Paonia, CO 81428, 970-361-7820

There are 5 pages to this Form. Please initial in the spaces provided to show that you understand each provision. Feel free to ask any questions regarding this Waiver.

By signing this form, you will be acknowledging that you understand and accept all risk and responsibility associated with your tattoo procedure, both on the day of and any future condition that may arise from it. By signing you swear that you have read, understood and agreed with all information provided herein. \_\_\_\_\_

provided herein
Informed Consent, Release and Liability Waiver
Client Information:
Full Legal Name:
Date of Birth:
Address:
Phone:
Email:
Emergency Contact/Phone Number:
Photo I.D. Type:
I.D. Number:
State and Country Issued:

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(Please present your physical I.D. to your artist when handing in this form.) In consideration of receiving a tattoo from "Mother Wild Tattoo" including its artists, associates, apprentices, agents, or any employees, I agree to the following: LEGAL AGE: I am 18 or older and of sound mind and body. I am competent to sign this agreement. Is this your first tattoo? YES / NO If NO, what is the longest you've ever sat for a tattoo session? I understand that photographs/videos may be taken of me before, during, and after this procedure. I release the right to these photographs/videos and give consent in advance to their reproduction in print or electronic form. I understand and agree that Mother Wild Tattoo has a NO REFUND policy on tattoos and/or retail sales. Have you eaten a nourishing meal in the last 3 hours? YES / NO How are you feeling today? Do you feel at ease about your tattoo session? **Procedure Area:** I understand that Colorado Department of Public Health has rules governing Body Art establishments, and that Mother Wild Tattoo & the artist, Brandi Woolf is in compliance of these regulations. I acknowledge that the procedure area has been thoroughly cleaned and sanitized prior to receiving my tattoo and that great care has been taken with all the instruments contained therein to provide me with the cleanest, safest experience possible. Please briefly describe the design being tattooed today to the best of your ability: Body placement:

Neither the Artist nor the Tattoo Studio is responsible for the meaning or spelling of the symbol or text that I have provided to them or chosen from the flash (design) sheets. Variations in color/design may exist between the art I have selected and the actual tattoo. 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. I understand that 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. \_\_\_\_\_\_

## **Declaration of Medical Conditions:**

I am not pregnant or breastfeeding. I do not suffer from hemophilia, diabetes, epilepsy, history of fainting or narcolepsy. I am not neurological or immune compromised. I do not have a heart condition(s), nor do I take blood thinning medication, anticoagulants, or anything that interferes with blood clotting. I do not have any other medical conditions or skin diseases/lesions 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. I do not have a mental impairment that may affect my judgement in getting the tattoo.

Please list any bloodborne pathogens, transmittable diseases or recent illnesses. This does not restrict you from being tattooed, however it is within the artists personal rights and responsibilities to choose to move forward with the procedure or not. This is a contract of integrity between you and your artist. Please be clear:

Do you have any allergies or adverse reactions to latex, pigments, dyes, disinfectants, soaps or metals? Please list any allergies that could interfere with your tattooing procedure today?

I understand that it is not reasonably possible for any tattooist, agent, representative of Mother Wild Tattoo to determine whether I may have any allergic reaction to any of the dyes/pigments, or any other chemicals/processes used in tattooing, and I fully accept all of the risks involved

with this procedure and any resulting outcomes including bodily injury, permanent changes to my body, or even death. \_\_\_\_\_

## **Risk Agreement:**

I fully understand that there are risks associated with getting tattooed. I acknowledge that there is a risk of reaction to the inks or materials involved. I acknowledge that these risks, known and unknown, can lead to injury, including but not limited to blood borne disease, infection, scarring, difficulties detecting melanoma and allergic reactions to tattoo pigment, latex gloves, and/or soap. I understand that some individuals can experience light headedness, nausea or fainting and there is a risk of falling which can lead to other injuries. I acknowledge that I have been fully informed of the inherent risks associated with getting a tattoo, and having been informed of the potential risks, I still wish to proceed with the tattoo and I freely accept and expressly assume any and all risks. \_\_\_\_\_\_\_

## **Informed Consent:**

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. I have been provided with ample time to ask questions and any and all of my questions have been answered to my full satisfaction. I understand that I am signing a legal contract waiving certain rights to recover damages against the Artist and Mother Wild Tattoo Studio. \_\_\_\_\_\_

I am not now and will not be under the influence of alcohol or drugs for the duration of my tattoo procedure, and I voluntarily submit to being tattooed by the artist without duress or coercion.

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. \_\_\_\_\_

I accept full and total responsibility for any/all body art services performed on my person at this time. I also agree to hold harmless/blameless, the tattooist, landlord/building owner, or any person involved in providing these services to me, due to any damage/loss of my property, and

from any actions, accidents/injuries to myself before/during and after the services are performed. The artist and Mother Wild Tattoo have given me instructions on the care of my tattoo while it's healing, and 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. Waive and Release: I acknowledge that tattooing may involve serious risk of injury or death. I fully understand the terms of this release form and my initials and signature are provided freely and voluntarily in agreement of said form. Therefore I release, discharge and agree not to sue any tattooist, employee/associate, leaser/landlord, or affiliates of Mother Wild Tattoo. By signing this form I WAIVE AND RELEASE to the fullest extent permitted by law any and all claims or causes of action that I, my estate, heirs, executors or assigns may have for personal injury, including any direct and/or consequential damages, which result or arise from my tattoo and my choice to have tattoo services provided to me. Should I, after knowingly agreeing and signing this RELEASE AND WAIVER, decide to bring Legal Action upon the Artist or Studio, I agree to reimburse the Artist and the Tattoo Studio for any attorneys' fees and costs incurred in any legal action I bring against either the Artist or the Tattoo Studio/Building and in which either the Artist or the Tattoo Studio is the prevailing party. I agree that the courts of Colorado shall have personal 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 HAVE READ THE AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT. Signature: Print:

Today's Date: