

CONSENT TO TATTOO & GENERAL RELEASE OF ALL CLAIMS

I, _____ (print name) acknowledge by signing this Release that I have been given the full opportunity to ask any and all questions which I might have about obtaining a tattoo from MP Global Jewelry, LLC, d/b/a MASTER PIERCE (hereinafter "MASTER PIERCE"), and all my questions have been answered to my full and total satisfaction.

In consideration of doing so, I fully understand MASTER PIERCE DOES NOT ACT AS A MEDICAL PROFESSIONAL. Any suggestions made to me are NOT to be construed as/or substituted for advice from a medical professional. I acknowledge by signing this Release that I have been given the full opportunity to ask any and all questions which I might have about obtaining a tattoo and all my questions have been answered to my full and complete satisfaction.

Prior to my tattooing, I acknowledge that I received verbal and written information about the following and discussed it with a MASTER PIERCE representative: a brief description of my tattooing procedure; any precautions for me to take before my tattooing; a description of the risks and possible consequences related to my tattooing procedure; and instructions for care and restrictions following my tattooing procedure.

I acknowledge that I have been advised of the matters set forth and I agree as follows:

1. I am not pregnant or nursing. I do not have epilepsy or hemophilia. I do not suffer from any medical or skin conditions, such as but not limited to: keloid or hypertrophic scarring, psoriasis, acne, scarring (keloid), eczema, rash, lesion, freckles, moles or sunburn at the site of the tattooing or any open wounds at the site of the tattoo, or any heart conditions or take medication which thins the blood. I have informed MASTER PIERCE and/or my tattooist/tattoo artist of any condition, such as diabetes, that might hamper healing of the tattoo. Initials: _____

2. If I suffer from hepatitis, diabetes, HIV/AIDS or any other communicable disease, I have informed MASTER PIERCE and/or my tattoo artist of this fact and I have been advised of any procedures necessary to promote the satisfactory healing of the tattoo. Initials: _____

3. I have advised MASTER PIERCE and/or the tattooist of any allergies to metals, latex gloves, soaps or medications, or allergies to any topical solutions used by this tattooing establishment. I acknowledge it is not reasonably possible for MASTER PIERCE to determine whether I might have an allergic reaction to the tattoo or processes involved in the tattooing and further acknowledge that such a reaction is possible. Initials: _____

4. I am not under the influence of any substances, including but not limited to: alcohol, recreational drugs, prescription medication, blood thinners, etc. To my knowledge, I do not have any physical, mental or medical impairment or disability which might affect my well-being as a direct or indirect result of my decision to have a tattoo done at this time. Initials: _____

5. I have trustfully represented to MASTER PIERCE that I am over the age of 18 years. Initials: _____

6. I acknowledge that obtaining this tattoo is my choice and will result in a permanent change to my appearance, and that no representation has been made to me as to the ability to later restore the skin involved in this tattoo to its pre-tattooing condition. Initials: _____

7. I acknowledge infection is always possible as a result of obtaining a tattoo. I have received after-care instructions and I agree to follow all of them while my tattoo is healing. I agree that any touch-up work needed, due to my own negligence or failure to follow such instructions, will be done at my own expense. Initials: _____

8. I realize that variations in color and design may exist between any tattoo as selected by me; and, as ultimately applied to my body. I understand that if my skin color is dark, the colors will not appear as bright as they do on light skin. Additionally, I understand that the finished tattoo may vary somewhat in appearance, color and/or design from the paper or other drawing or photographic image from which the tattoo design is based. Initials: _____

9. I understand that if I have any skin treatments, laser hair removal, plastic surgery or other skin altering procedures, it may result in adverse changes to my tattoo. Initials: _____

10. I understand that I will be tattooed using appropriate instruments and sterilization. Initials: _____

I agree to waive and release all liabilities, claims, actions, damages, costs or expenses of any nature ("claims") associated with all risks inherent to my participation in this tattooing or other activities conducted in conjunction therewith (which risks may include, among other things, personal injury, permanent scarring, permanent disfigurement, infection, cuts, lacerations, broken bones, death). Further, on behalf of myself, I hereby release, covenant not to sue, and forever discharge and hold harmless the Released Parties from any and all claims, damages, or legal actions, arising from or connected in any manner with my participation in this tattooing or the procedure or conduct used in my tattooing.

On my own behalf and on behalf of my heirs, executors, personal representatives, administrators and assigns, to: (1) release and forever discharge the Released Parties, named below, from any and all liabilities, claims, actions, damages, costs of expenses of any nature whatsoever ("Claims") arising out of or in any way connected with such tattooing; and (2) indemnify and hold the Released Parties harmless against any and all Claims, made or incurred by third parties in connection with such tattooing. My indemnification obligations shall include: without limitation, all attorney's fees and costs incurred by the Released Parties through and including any appeals. I expressly agree that this Release and indemnity agreement includes, without limitation, any claims based on the negligence, action or inaction, of any of the employees or agents or representatives of the Released Parties and covers bodily injury (including death) and property damage whether suffered by me before, during or after said tattooing.

Released Parties are: MP Global Jewelry LLC d/b/a MASTER PIERCE, and their respective parent, subsidiary and other affiliated or related companies, and its officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of each of the foregoing entities.

Assumption of Risk - To assume the risks incidental to such tattooing which risks include, among other things, personal injury, permanent scarring, permanent disfigurement, infection, cuts, lacerations, broken bones and death. I acknowledge that my participation is entirely voluntary.

Indemnity/Insurance - I agree to indemnify and hold EACH OF THE RELEASED PARTIES harmless from and against all Claims arising out of or in any way connected with my participation in this tattooing, wherever such activities may occur and whether suffered before, during or after such participation, including but not limited to: all attorney's fees and costs up through and including any appeals. I understand and agree that this indemnity includes any Claims based on the negligence, action or inaction of any of the RELEASED PARTIES and covers bodily injury (including death), permanent disfigurement, scarring, infection, cuts, laceration, property damages, and loss by theft or otherwise, whether suffered by me either before, during or after participation in this tattooing. I agree that I am not relying on the RELEASED PARTIES to have arranged for or carry any insurance of any kind for my benefit relative to my participation in this tattooing and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property or other insurance related to my participation in this tattooing at my own expense.

Instructions, Restrictions, and Guidelines - I verify that certain instructions, restrictions, and guidelines have been communicated to me by MASTER PIERCE and that I agree to the Guidelines for my own personal safety and well-being. I understand that my failure to follow the Guidelines may result in bodily injury or death.

Right of Publicity - In connection with my participation, I further grant the RELEASED PARTIES the right to photograph, record and/or videotape me and further display, edit, used and/or otherwise exploit my name, face, likeness, voice and appearance, in all media, whether now known or hereafter devised, including without limitation, in computer or other device applications, online webcasts, television programming, motion pictures, films, newspapers, and magazines, and in all forms, including, without limitation, digitized images or video, throughout the universe into perpetuity, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of the event/activity, without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the RELEASED PARTIES from any and all Claims associated with such grant, and right to use. The RELEASED PARTIES are, however, under no obligation to exercise any rights granted herein.

Governing Law/Venue - Client and MASTER PIERCE shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this tattoo shall be commenced exclusively in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction), AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

Authorization for Medical Treatment - I hereby authorize medical treatment for myself, at my cost, if the need arises. However, I acknowledge that the RELEASED PARTIES shall have no duty, obligation or liability arising out of the provision of or failure to, provide medical treatment.

Physician name: _____ Physician Phone Number: _____

Emergency Contact Name: _____ Emergency Contact Phone Number: _____

If any provision, section, sub-section, clause or phrase of this RELEASE is found to be enforceable or invalid, that portion shall be severed from this contract. The remainder of this contract will then be construed as through the unenforceable portion had never been contained in this document.

Therefore, I request MASTER PIECE to tattoo my _____. I understand that this type of tattoo usually takes _____ or longer to heal.

DATED this _____ day of _____ 20____. Name: _____

Address: _____ Age: _____

Driver's License No.: _____ Signature: _____