

GENERAL RELEASE OF CLAIMS - TATTOO FOR A MINOR

With respect to my child or ward, _____ (print name), for whom I am the legal guardian, I agree that in exchange for the tattooing procedure to be performed by MP Global Jewelry, LLC, d/b/a MASTER PIERCE (hereinafter "MASTER PIERCE"), as set forth in the CONSENT TO TATTOO, I acknowledge I have been advised of the matters set forth below and agree as follows:

1. My child is not pregnant or nursing. He/She does not have any condition that might hamper healing of the tattoo. He/She does not have epilepsy or hemophilia. He/She does 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. He/She has informed MASTER PIERCE and/or the tattooist/tattoo artist of any condition, such as diabetes, that might hamper healing of the tattoo.

Minor Initials: _____ Adult Initials: _____

2. I have advised the Tattooist/tattoo artist 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 the Tattooist/tattoo artist to determine whether He/She might have an allergic reaction to the tattooing or processes involved in the tattooing and further acknowledge that such a reaction is possible. Minor Initials: _____ Adult Initials: _____

3. Neither my child/ward nor I am under the influence of any substances, including but not limited to: alcohol, recreational drugs, prescription medication, blood thinners, etc. To my knowledge, he/she does not have any physical, mental or medical impairment or disability which might affect his/her well-being as a direct or indirect result of his/her and my decision to have a tattooing done at this time. Minor Initials: _____ Adult Initials: _____

4. I acknowledge that obtaining this tattoo is my child's choice alone and will result in a permanent change to his/her appearance, and that no representation has been made to me as to the ability to later restore the skin involved in this tattooing to its pre-tattooing condition. Minor Initials: _____ Adult Initials: _____

5. I acknowledge infection is always possible as a result of obtaining a tattoo. My child and I have received after-care instructions and we agree to follow all of them while the tattoo is healing. Minor Initials: _____ Adult Initials: _____

6. We agree that any touch-up work needed, due to any negligence or failure of my child/ward to follow such instructions will be done at my own expense. Minor Initials: _____ Adult Initials: _____

7. My child/ward acknowledges that variations in color and design may exist between any tattoo as selected by him/her; and as ultimately applied to his/her body. He/She understands that if the skin color is dark, the colors will not appear as bright as they do on light skin. Additionally, my child/ward understand(s) 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. Minor Initials: _____ Adult Initials: _____

8. My child/ward understands that if he/she has any skin treatments, laser hair removal, plastic surgery or other skin altering procedures, it may result in adverse changes to his/her tattoo. Minor Initials: _____ Adult Initials: _____

9. My child/ward understands that he/she will be tattooed using appropriate instruments and sterilization. Minor Initials: _____ Adult 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 child/ward's 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 and my child/ward, 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 child's or ward's participation in this tattooing, or the procedure or conduct used in his/her tattooing. Minor Initials: _____ Adult Initials: _____

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. Minor Initials: _____ Adult Initials: _____

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. Minor Initials: _____ Adult Initials: _____

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 and my child/ward's participation are entirely voluntary. Minor Initials: _____ Adult Initials: _____

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 child or ward's 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 or my child or ward 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 or that of my child or ward relative to my child or ward's 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 child or ward's participation in this tattooing at my own expense. Minor Initials: _____ Adult Initials: _____

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 cause my child or ward to follow the instructions, restrictions, and guidelines for his/her personal safety and well-being. I understand that the failure by my child or ward to follow the instructions, restrictions, and guidelines may result in serious personal injury or death. Minor Initials: _____ Adult Initials: _____

Right of Publicity - In connection with my participation, I further grant the RELEASED PARTIES the right to photograph, record and/or videotape me and my child/ward and further display, edit, use and/or otherwise exploit our names, faces, likenesses, voices 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. Minor Initials: _____ Adult Initials: _____

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 tattooing 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. Minor Initials: _____ Adult Initials: _____

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. Minor Initials: _____ Adult Initials: _____

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 PIERCE to tattoo my child/ward _____ (print name). We understand that this type of tattoo usually takes _____ or longer to heal.

DATED this _____ day of _____ 20____.

Name of Guardian: _____

Address: _____ Age: _____

Driver's License No.: _____

Signature: _____