



# Earthbound Tattoo Studio

## *Tattoo Release Form*

That I, \_\_\_\_\_ have been fully informed of the inherent 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 detecting melanoma and allergic reactions to tattoo pigment, latex gloves and/or soap. Having been informed of the potential risks associated with getting a tattoo, I still wish to proceed with the tattoo application and I freely accept and expressly assume any and all risks that may arise from tattooing.

- Initial \_\_\_\_\_ 1. TO WAIVE AND RELEASE to the fullest extent permitted by law each of the Artist(s) and Earthbound Tattoo Studio (hereinafter referred to as "Tattoo Studio") from all liability whatsoever, for 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 application of my tattoo, whether caused by the negligence or fault of either the Artist or the Tattoo Studio or otherwise.
- Initial \_\_\_\_\_ 2. That both the Artist and the Tattoo Studio have given me the full opportunity to ask any and all questions about the application of my tattoo and all of my questions have been answered to my total satisfaction.
- Initial \_\_\_\_\_ 3. The Artist and the Tattoo Studio have given me instructions on the care of my tattoo while it's healing, and I understand them 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.
- Initial \_\_\_\_\_ 4. I am not under the influence of alcohol or drugs, and I am voluntarily submitting to be tattooed by the Artist without duress or coercion. Being under the influence may impede healing and cause complications.
- Initial \_\_\_\_\_ 5. I am aware that having diabetes, epilepsy, hemophilia, a heart condition, or taking blood thinning medication may be harmful while getting a tattoo and I do not hold the Tattoo Studio or Artist responsible for any of these complications. I do not have any other medical or skin condition that may interfere with the 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 preventive regimen of anti-biotics 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.
- Initial \_\_\_\_\_ 6. 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.

- Initial \_\_\_\_\_ 7. 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.
- Initial \_\_\_\_\_ 8. 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.
- Initial \_\_\_\_\_ 9. I release all rights 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 advise and remind your Artist and the Tattoo Studio NOT to take any pictures of you and your completed tattoo!)
- Initial \_\_\_\_\_ 10. I agree to reimburse each of the Artist(s) and the Tattoo Studio for any attorney fees and costs incurred in any legal action I bring against either the Artist or the Tattoo Studio and in which either the Artist or the Tattoo Studio is the prevailing party. I agree that the courts of California in Monterey County 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.
- Initial \_\_\_\_\_ 11. I do not have a communicable disease that is transmitted by blood that needs extra precautions (i.e. HIV, AIDS, Hepatitis)
- Initial \_\_\_\_\_ 12. 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 Artist and the Tattoo Studio.
- Initial \_\_\_\_\_ 13. I am 18 years of age or older and I have not used a fraudulent, I.D., or an I.D., belonging to another person. If so, I realize I may be held responsible for fraud and/or identity theft.
- Initial \_\_\_\_\_ 14. I understand that in order to make sure the Tattoo Studio is compliant with all laws obtaining to tattooing in California, I must provide a copy of my I.D., Driver's License or Passport to verify my age.

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Apt #: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country (*outside US*): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Artist: \_\_\_\_\_ (*Shop use only*)

