

Westcoast Piercing and Ink

WAIVER, RELEASE AND CONSENT TO PIERCING

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING

THIS DOCUMENT IS TWO PAGES (Or Two Sided) PLEASE INITIAL EACH PROVISION ON THE LINES PROVIDED AFTER READING TO SHOW THAT YOU UNDERSTAND EACH PROVISION

In consideration of receiving a body piercing from _____ (the "Piercer") at Westcoast Piercing and Ink Ltd (hereafter referred to as WPI) together with its employees, apprentices and agents, the "Piercing Studio", I agree to the following:

That I, _____ (clearly **PRINT** your name) have been fully informed of the inherent risks associated with getting a piercing. I fully understand that these risks, known and unknown, can lead to injury, including but not limited to infection, scars or keloids, allergic reactions to jewelry. Having been informed of the potential risks associated with getting a piercing, I still wish to proceed with the piercing and I freely accept and expressly assume any and all risks that may arise from getting a piercing.

TO WAIVE AND RELEASE to the fullest extent permitted by law each of the Piercers and the Piercing 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 piercing, whether caused by the negligence or fault of either the Piercers or the Piercing Studio, or otherwise. In other words, I agree not to sue Westcoast Piercing and Ink Ltd in connection with any and all damages, claims, demands, rights, and causes of action of whatever kind or nature, based upon injuries or property damage to, or death of myself or any other persons arising from my decision to have a body piercing procedure done at this time, whether or not caused by any negligence of Westcoast Piercing and Ink Ltd from all responsibility. I accept any and all responsibility myself for any consequences that might stem from my decision to have body piercing procedures done by Westcoast Piercing and Ink Ltd or any persons working at any of the Westcoast Piercing and Ink Ltd locations(s).

That both the Piercer and the Piercing Studio have given me the full opportunity to ask any and all questions about the piercing procedure and the staff has answered these questions to my total satisfaction.

I affirm that I am not under the influence of alcohol or drugs, and I am voluntarily getting a piercing without duress.

I affirm I am at least 18 years of age, (or have parental/guardian's consent) and I have **CIRCLED** all the following conditions that apply to me: heart condition, epilepsy, pregnancy, hemophilia (bleeder), use of blood thinning medication, Accutane, contagious diseases such as HIV and hepatitis, skin conditions such as psoriasis, warts or eczema or **OTHER** _____ that may interfere with the procedure or healing of the piercing. I am not the recipient of an organ or bone marrow transplant, or if I am, I have taken the prescribed preventive dosage of antibiotics that is required by my doctor in advance of any invasive procedure such as a body piercing. I am not allergic to adhesives dressings or topical creams, nickel rich alloys such as silver and rhodium, nitrile gloves. To my knowledge, I do not have any physical, mental or medical impairment or disability which might affect my well-being as a direct result of my decision to have any body piercing procedures done at this time.

I affirm that I will follow all aftercare instructions provided by my piercer on the appropriate care for my piercing and jewelry. I acknowledge that it is possible that the piercing may become infected, particularly if I do not follow the instructions given to me. I acknowledge that the piercing may result in a permanent change to my appearance and that my skin may not be restored to its pre-piercing condition even after its removal.

I agree to reimburse each of the Piercers and the Piercing Studio for any attorneys' fees and costs incurred in any legal action I bring against either the Piercers or the Piercing Studio and in which either the Piercers or the Piercing Studio is the prevailing party. I agree that the courts of *Surrey in British Columbia, Canada* 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 release all rights to any photos taken of me and the piercing and give consent in advance to their reproduction in print or digital form. I further agree that Westcoast Piercing and Ink Ltd may use my name, voice, image and likeness, as well as any recording, soundtrack, film or footage (if applicable) in which I appear, solely for advertisement, promotion and training. It is understood that Westcoast Piercing and Ink Ltd will hold all rights to the series or segments, including all property right and copyright, and that Westcoast Piercing and Ink Ltd and its licensees, may make available to the public to broadcast or exhibit the segment and the series and any sequel based on the series, in whole or in part, with no limitation of time or territory, in all languages or version on all formats and media whether now known or developed in the future including television (conventional, cable, pay or satellite TV), digital media, interactive or non-interactive multimedia (CD-ROM, CDI) and Internet and through derivative works (i.e. literary and visual works). I agree that no monetary compensations and no other consideration is owed by Westcoast Piercing and Ink Ltd to the undersigned with the respect to my participation in the series and the rights transferred and assigned herein. (If you do not initial this provision, please advise and remind your Piercer and the Piercing Studio **NOT** to take any pictures of you and your completed piercing!)

I agree to leave the premises of Westcoast Piercing and Ink Ltd or any other establishment where Westcoast Piercing and Ink Ltd is engaged in business promptly upon request, for any reason whatsoever, by any agent or employee of Westcoast Piercing and Ink Ltd. I agree that these waivers also pertain to and are designated to protect any and all establishments where Westcoast Piercing and Ink Ltd conducts business.

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 Westcoast Piercing and Ink Ltd.

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 hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

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

I represent and warrant to Westcoast Piercing and Ink Ltd that the following information is true and correct.

I have read and understand each of the above paragraphs.

PRINT Full Legal Name: _____ Date of Birth: Month____Day____Year_____

Preferred Name: _____ Pronouns (optional): _____

Address: _____ Telephone: _____

Signature of Participant: _____ Date: Month____Day____Year_____

Please provide your email to be advised on upcoming Promotional Services, Specials, Events and Jewelry Announcements.

EMAIL: _____

Signature of Parent or Guardian if Participant is a minor.

The undersigned, a legal parent or guardian of the minor above mentioned, have read the release herein contained and hereby approve and consent to said minor having a body piercing procedure by Westcoast Piercing and Ink Ltd and executing this release, and further agree that all of the terms and conditions in said release shall apply to and shall be binding upon the undersigned.

Signature: _____ Date: _____

Please tell us how you heard of us: WEBSITE FRIEND EVENT RELATIVE PREVIOUS CUSTOMER

GOOGLE OTHER _____

PIERCING SITE: _____

PIERCER NOTES: _____

JEWELRY: _____