

**Westcoast Piercing and Ink**

**WAIVER, RELEASE AND CONSENT TO BRANDING**

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING

THIS DOCUMENT has 2 SIDES ~ AFTER READING, PLEASE INITIAL EACH SECTION  
TO SHOW THAT YOU UNDERSTAND EACH PROVISION

In consideration of receiving a branding from \_\_\_\_\_ (the "Artist") at Westcoast Piercing and Ink (hereafter referred to as WPI) together with its employees, apprentices and agents, I agree to the following:

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

I AGREE TO WAIVE AND RELEASE to the fullest extent permitted by law each of the Artists and the 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, death or otherwise, including any direct and/or consequential damages, which result or arise from the branding, whether caused by the negligence or fault of either the Artists or the Studio, or otherwise. I further agree not to seek legal action against WPI in connection with any and all damages, claims, demands, rights, and/or causes of action of any kind or nature, based upon injuries or property damage to myself or any other persons arising from my decision to have a branding done at this time, whether or not caused by any negligence of WPI, its associates, employees and/or contractors and I absolve the company, employees and affiliates from all responsibility. I also accept any and all responsibility for any consequences that might stem from my decision to have a branding done by WPI or any persons working with or at any of the WPI locations(s) real or remote.

That both the Artist and the Studio have given me the full opportunity to ask any and all questions about the application of my branding and the staff has answered all of these questions to my total satisfaction.

I affirm that both the Artist and the Studio have given me instructions on the care of my branding while it is healing, and I understand them and will follow them. I acknowledge that it is possible that the branding may become infected, particularly if I do not follow the aftercare instructions given to me.

I affirm that I am not under the influence of alcohol or psychotropic medications whether prescribed or recreational, and I am voluntarily getting a branding without duress or coercion.

I affirm I am at least 18 years of age and I have **CIRCLED** all the following conditions that apply to me: heart condition, epilepsy, pregnancy, hepatitis, contagious diseases such and HIV, hemophilia (bleeder), use of accutane, blood thinning medication or **OTHER** medical or skin conditions including psoriasis, warts or eczema that may interfere with the procedure or healing of the branding. List any conditions not listed above: \_\_\_\_\_ I am not the recipient of an organ or bone marrow transplant or, if I am, I have taken the prescribed preventive dosage of medications and any antibiotics that may be required by my doctor in advance of any in invasive procedure such as a branding. I am not allergic to adhesives dressings or topical creams or 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 branding work done at this time.

I understand that variations in design may exist between what I have selected and the actual branding when it is applied to my body. I also understand that the scarring will vary depending on the area and style of branding chosen.

I acknowledge that the branding will result in a permanent change to my appearance and that my skin may not be restored to its pre-branding condition.

I acknowledge that I have been given ample opportunity to read and understand this document, that it was not presented to me without adequate time and I understand that I am signing a legal contract waiving certain rights to recover against WPI.

I agree to reimburse each of the Artists and the Studio for any attorneys' fees and costs incurred in any legal action I bring against either the Artists or the Studio and in which either the Artists or the 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 agree to leave the premises of WPI or any other establishment where WPI is engaged in business promptly upon request, for any reason whatsoever, by any agent or employee of WPI. I agree that these waivers also pertain to and are designated to protect any and all establishments where WPI conducts business.

I release all rights to any photographs taken of me and the branding and give consent in advance to their reproduction in print or electronic form. I further agree that WPI 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 advertising, promotion and training. It is understood that WPI will hold all rights to the series or segments, including all property right and copyright, and that WPI 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), home video (VHS,DVD) 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 WPI 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 Artist and the Studio **NOT** to take any pictures of you and your completed branding)

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 have provided valid proof of age) and am competent to sign 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 that the following information is true and correct.

I have read and understand each of the above paragraphs.

**PRINT** Full Name: \_\_\_\_\_ Date of Birth: Month \_\_\_\_ Day \_\_\_\_ Year \_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: Month \_\_\_\_ Day \_\_\_\_ Year \_\_\_\_