

# 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 "Artist") at Westcoast Piercing and Ink & Westcoast Piercing Guy (hereafter referred to as WPG) 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 jewelery, latex gloves, and soap. 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 piercing.

TO WAIVE AND RELEASE to the fullest extent permitted by law each of the Artists 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 Artists or the Piercing Studio, or otherwise. In other words, I agree not to sue Westcoast Piercing and Ink & WPG 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 body piercing work done at this time, whether or not caused by any negligence of Westcoast Piercing and Ink & WPG from all responsibility. I accept any and all responsibility myself for any consequences that might stem from my decision to have body piercing work done by Westcoast Piercing and Ink & WPG or any persons working at any of the Westcoast Piercing and Ink locations(s).

That both the Artist 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 both the Artist and the Piercing Studio have given me instructions on the care of my piercing while it's healing, and I understand them and will follow them. I acknowledge that it is possible that the piercing can become infected, particularly if I do not follow the instructions given to me.

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 and I have **CIRCLED** all the following conditions that apply to me: heart condition, epilepsy, pregnancy, hepatitis, contagious diseases such as HIV, hemophilia (bleeder), use of blood thinning medication, accutane or **OTHER** medical or skin conditions including psoriasis, warts or eczema that may interfere with the procedure or healing of the tattoo or 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 in 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 or Latex gloves or any of the natural ingredients used in our aftercare products (Tea tree, Jojoba Oil, Aloe Vera, White Oak Bark, Chickweed, Lavender, Myrrh, Yellow Dock, Echinacea, Horsetail & Black Walnut. 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 work done at this time.

I acknowledge that the piercing will 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 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 I waiving certain rights to recover against Westcoast Piercing and Ink & WPG.

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

I release all rights to any photographs taken of me and the piercing and give consent in advance to their reproduction in print or electronic form. I further agree that Westcoast Piercing and Ink & WPG 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 & WPG will hold all rights to the series or segments, including all property right and copyright, and that Westcoast Piercing and Ink & WPG 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 Westcoast Piercing and Ink & WPG 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!)

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 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 & WPG 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 \_\_\_\_\_

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 by Westcoast Piercing and Ink & WPG 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

OTHER \_\_\_\_\_

PIERCING SITE: \_\_\_\_\_

JEWELRY: \_\_\_\_\_

In order to provide FREE Services, Specials, Event Promotions and to contact monthly draw winners, we require your email address.

EMAIL: \_\_\_\_\_