

Client Body Art Record, Waiver, Release and Consent Form (Plus COVID-19 Waiver, Release and Contact Tracing Agreement)

Full Name: _____

Date of Birth: __/__/__

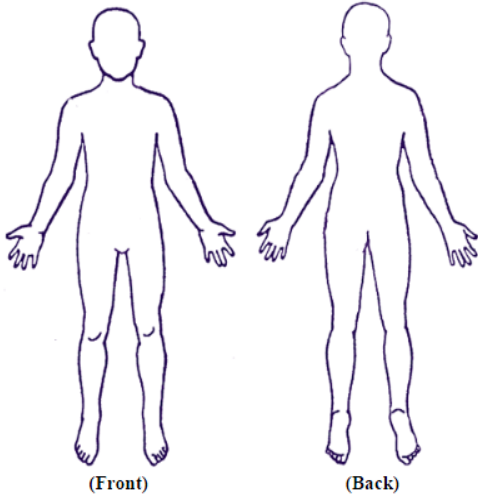
Address: _____

Telephone: (____)____-_____

Email: _____

Description of Tattoo:

Placement of Tattoo:



Copy of Client's Photo ID:

SECTION 1: GENERAL WAIVER, CONSENT & RELEASE SECTION

Artist's Name: _____ (to here and after be referred to as the "Artist".)

PLEASE CHECK EACH PROVISION IN THE BOX PROVIDED TO INDICATE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO EACH PROVISION. THIS DOCUMENT IS LEGALLY BINDING.

In consideration of receiving a tattoo at The Shop in Fowlerville, (and its employees, apprentices and agents, here and after collectively referred to as "the Tattoo Studio"), I agree to the following:

- 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 come with receiving this tattoo.
- I WAIVE AND RELEASE to the fullest extent permitted by law each of the Artist and the 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.
- 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.
- 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.
- I am not under the influence of alcohol or drugs.
- I am voluntarily submitting to be tattooed by the Artist without duress or coercion.
- I do not have epilepsy, hemophilia, a heart condition, nor do I take blood-thinning medication. 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 antibiotics that is required by my doctor in advance of any invasive procedure such as tattooing. I am not pregnant or nursing. I do not have a mental impairment that may affect my judgment in getting the tattoo. I do not have diabetes or other conditions which may affect blood circulation and/or ability to fight infection, or if I do, I have discussed the tattooing procedure with my doctor and am taking the necessary precautions. I do not have a history of skin

disease, skin lesions, or skin sensitivities to soaps or disinfectants, a history of allergies or adverse reactions to latex, pigments, dyes, disinfectants, metals or other sensitivities related to body art procedures. I do not have a history of seizures, fainting or narcolepsy.

- 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.
- 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.
- 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.
- 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!).
- I agree to reimburse each of the Artists and the Tattoo Studio for any attorneys' 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 Livingston 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.
- 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. I have received a copy of the Disclosure Statement and Notice for Filing Complaints. I have been given a copy of the Aftercare Information Sheet.
- I am aware that I can visit www.michigan.gov/bodyart in order to check the status of the Tattoo Studio's license and learn more about the safeguards and reporting procedures.

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

Initials of Client: _____

SECTION 2: COVID-19 Health Questionnaire Section

The State of Michigan requires that all body art facilities cooperate with the local public health department if a confirmed case of COVID-19 is identified in a facility. This questionnaire and our consent form may be used by the Livingston County Health Department or the State of Michigan for the purpose of contact tracing.

Do you understand that you may be contacted for participation in contact tracing?

- I understand.

We cannot tattoo you unless you agree to cooperate with public health officials if a confirmed case of COVID19 is identified in the facility and you may have been exposed.

Do you agree to cooperate with public health officials if needed?

I agree.

Our body art facility is required by the State of Michigan to conduct a questionnaire to determine COVID-19 risks. Our clients are required to answer the questions honestly for the protection of other clients. Depending on the answers given, we may be required to deny services to you at this time.

- In the past 14 days I haven't developed a fever
- In the past 14 days I haven't developed shortness of breath
- In the past 14 days I haven't developed a cough
- In the past 14 days I haven't developed chills
- In the past 14 days I haven't developed repeated shaking with chills
- In the past 14 days I haven't developed unexplained muscle pain
- In the past 14 days I haven't developed unexplained Headache
- In the past 14 days I haven't developed sore throat
- In the past 14 days I haven't developed loss of taste or smell
- In the past 14 days I haven't developed nausea, diarrhea, vomiting
- In the past 14 days, I have not been in close proximity to anyone who was experiencing any of the above symptoms.
- In the past 14 days, I have not been diagnosed with COVID-19.
- In the past 14 days, I have not been presumptively diagnosed with COVID-19 based on my medical professional's health assessment.
- In the past 14 days, I have not had close contact with someone diagnosed with COVID-19.
- I am not waiting to receive test results to rule out an active COVID-19 diagnosis.
- In the past 14 days I have not traveled outside the United States.

I CERTIFY THAT I HAVE COMPLETED THIS QUESTIONNAIRE HONESTLY, THAT I UNDERSTAND IT, AND THAT I AGREE TO BE BOUND BY IT.

Initials of Client: _____

SECTION 3: Waiver of Liability Relating to COVID-19

PLEASE CHECK EACH PROVISION IN THE BOX PROVIDED TO INDICATE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO EACH PROVISION. THIS DOCUMENT IS LEGALLY BINDING.

- I understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic and that COVID-19 is reported to be extremely contagious. I understand that CDC officials report that the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. I understand that the CDC officials state that people could potentially be infected and show no symptoms, but still spread COVID-19.
- I understand that the health officials in the State of Michigan aren't certain of the exact methods of the spread and contraction of COVID-19. I understand that evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. I understand that state health experts say there is no known cure, effective treatment or vaccine for COVID-19.
- I understand that the Tattoo Studio, its artists and its representatives cannot prevent me from becoming exposed to, contracting, or spreading COVID-19 while utilizing [name of company]'s services or while being on the premises. I understand that it is not possible to completely prevent against the presence of the disease. I understand that by choosing to get body art services in this facility, I may be exposing myself to and/or increasing my risk of contracting or spreading COVID-19.
- I choose to accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize [name of company]'s services and premises.
- I hereby forever release and waive my right to bring suit against the tattoo shop, its owners and representatives, and local health officials regulating the tattoo shop in connection with exposure, infection, and/or spread of COVID-19.
- I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.
- I understand that The Shop recommends a window of 14 days between COVID vaccination and getting a tattoo in order to minimize potential risks of an immune reaction in the tattoo.
- I understand that The Shop recommends that I wait at least seven weeks following a COVID diagnosis to get tattooed in order to minimize risks of improper healing of my tattoo.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER OF LIABILITY, AND I FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Initials of Client: _____

If any provision, section, subsection, clause or phrase of this document 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 ALL SECTIONS OF THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

Signature of Client: _____ **Date:** __/__/__