

WAIVER, RELEASE AND CONSENT TO TATTOO

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING

In consideration of receiving a tattoo from the "Artist" at SPILT MILK GALLERY (together with its employees, apprentices and agents, the "Gallery"), I agree to the following:

That I, _____ (clearly PRINT your name) 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, keloiding, 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 procedure and I freely accept and expressly assume any and all risks that may arise from it.

TO WAIVE AND RELEASE to the fullest extent permitted by law each of the Artist and the Gallery 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 Gallery, or otherwise.

That both the Artist or the Gallery 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 or the Gallery 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 touchup work to the tattoo is needed due to my own negligence, I agree that the work will be done at my own expense.

I affirm that 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.

I affirm that I do not have diabetes, 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.

Neither the Artist nor the Gallery 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.

I acknowledge that a tattoo will result in a permanent change to my appearance and that a tattoo 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 agree to this provision, please advise and remind your Artist or the Gallery NOT to take any pictures of you and your completed tattoo!).

I agree to reimburse each of the Artist or the Gallery for any attorneys' fees and costs incurred in any legal action I bring against either the Artist or the Gallery and in which either the Artist or the Gallery is the prevailing party. I agree that the that the courts of Massachusetts in Barnstable 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 or the Gallery.

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.

Date: _____ Age: _____

Full Name: _____

Street Address: _____

City/State/Zip: _____

Home Phone: _____ Cell Phone: _____

Signature: _____

OFFICE USE ONLY:

Artist:

Description:
