

WAIVER, RELEASE AND CONSENT TO TATTOO

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING
THIS DOCUMENT IS TWO PAGES. PLEASE INITIAL EACH PROVISION ON THE LINES PROVIDED AFTER
READING TO SHOW THAT YOU UNDERSTAND EACH PROVISION.

In consideration of receiving a tattoo from Michelle Willette (the "Artist") at Big Daddy Slims Tattoo and Piercing Studio (together with its employees, apprentices and agents, the "Tattoo Studio"), 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, 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 may arise from tattooing.

TO WAIVE AND RELEASE to the fullest extent permitted by law each of the Artist (s) 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, 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.

That 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 especially if I do not follow the instructions given to me. I understand that I am entitled to one free touch-up of my tattoo within 60 days following the application, however, if any touch-up 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, and I am voluntarily submitting to be tattooed by the Artist without duress or coercion.

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 anti-biotics that is required by my doctor in advance of any invasive procedure such as tattooing or piercing. 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 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.

WAIVER, RELEASE AND CONSENT TO TATTOO CONTINUED

A tattoo is a permanent change to my appearance and may not be able to be completely removed by laser or surgical means, which can be disfiguring and/or costly and which in all likelihood may not result in the restoration of my skin to its exact appearance before being tattooed.

I release all rights to any photographs and/or video taken of me and the tattoo and give consent in advance to their reproduction in print or electronic form. Video will be used for in Studio viewing ONLY. Photographs may or may not be added to the Artists Studio Portfolio and/or the Studios web site. IF YOU DO NOT INITIAL THIS PROVISION, PLEASE ADVISE AND REMIND YOUR ARTIST AND THE TATTOO STUDIO **NOT** TO TAKE ANY PICTURES OR VIDEO OF YOU AND YOUR TATTOO.

I agree to reimburse each of the Artist(s) and the Tattoo Studio for any attorney's 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 Utah in Weber 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. All suits will be governed by the laws of the State of Utah.

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.

This document contains all representations made and any attempt to alter or amend must be in writing and signed by both the client and a representative of the Artist and Tattoo Studio.

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 chosen the particular Artist for their skills and ability and accept that some artistic liberty may be taken in the creation of the tattoo.

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

Print Full Name: _____

Date of Birth: _____

Address: _____

Telephone: _____

Signature of Participant: _____

Date: _____