

## **The Studio - Permanent Makeup COVID-19 Liability Waiver**

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that \_\_\_\_\_ ("Artist") has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that Artist cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, salon staff, and other salon clients and their families.

I voluntarily seek services provided by Artist and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my appointment.

I attest that:

\_\_\_\_\_ I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

\_\_\_\_\_ I have not traveled internationally within the last 14 days.

\_\_\_\_\_ I have not traveled to a highly impacted area within the United States of America in the last 14 days.

\_\_\_\_\_ I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.

\_\_\_\_\_ I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.

\_\_\_\_\_ I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold Artist harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the salon, or that may otherwise arise in any way in connection with any services received from Artist. I understand that this release discharges Artist from any liability or claim that I, my heirs, or any personal representatives may have against the salon with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Artist. This liability waiver and release extends to the salon together with all owners, partners, and employees.

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

## THE STUDIO PMU CONSENT AND RELEASE AGREEMENT

Name: \_\_\_\_\_ Cell: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Instagram: \_\_\_\_\_

This form is intended to give each client important information in order to make an informed decision regarding the cosmetic tattoo procedure. This document is a contract and forms a legally-binding agreement between the client and \_\_\_\_\_ (“Artist”). Please review the entire document carefully.

While the cosmetic tattoo procedure is effective in most cases, like with any cosmetic tattoo procedure, no benefits are guaranteed regarding the client’s benefits from the procedure and the procedure carries certain risks.

Cosmetic Tattooing is a process which consists of inserting pigment into the dermal layer of the skin and is considered a form of body art/tattooing. All tools and materials are sealed, sterilized and sanitized prior to use and are disposed of properly after each use.

The procedure involves risk inherent to the procedure, and that there is a possibility of complications during and/or following the procedure, including but not limited to: infection, allergic reaction, misplaced pigment, poor color retention and hyperpigmentation, scarring, inconsistent color, and spreading, fanning or fading of pigment. By signing this document, you are agreeing to accept these risks and any other known or unknown risks, and, as further provided below, not sue or otherwise attempt to hold Sierra Friar and/or any artist of The Studio – Permanent Makeup liable for any complications, injuries, and/or disfigurement arising from or related to Artist’s services.

Furthermore, Artist is not a medical professional. If you have any concerns about the medical risk of the procedure, you should consult with a medical professional to determine whether the procedure is safe and advisable for you, including in light of any existing medical or skin conditions, pregnancy, and medications. If you have reason to believe that you have any medical or other condition that may affect whether the procedure is safe or advisable for you, you must bring it to Artist’s attention before the procedure.

Generally, results will be to the client’s satisfaction. However, expectations of perfection are unreasonable and results vary depending on how each individual’s skin retains pigment and other circumstances. Please expect to have a touch-up session after the first round of healing is complete. Cosmetic tattoos are not finished until after the second session and healing is finished.

Immediately after the first session, expect your cosmetic tattoo to be more vibrant and darker than the final healed result. For brows and lips, within 5-7 days after the first procedure, brow or lip color will fade approximately 35%-45% and look more natural and softer. Pigment is permanent but will fade over time and need touching up between 1-3 years after initial treatment.

All services and sales are final and no refunds will be offered.

Additional information on the cosmetic tattoo procedure is provided below. Please read each statement carefully and initial for acceptance. By signing this document, you are certifying your knowledge of and agreement to these additional terms.

\_\_\_\_\_ I certify that I have read the above information and have had any questions or concerns explained to my full understanding this consent form and procedure permit. I have had the opportunity to consult with a doctor and/or attorney concerning this agreement and, to the extent I have not, that is because I have knowingly and voluntarily waived my right to do so.

\_\_\_\_\_ Aftercare instructions have been explained to me and a copy has been given to me to retain in my possession, which I will follow to the best of my ability. I understand that if I do not follow these instructions, I may be at increased risk of the results not being satisfactory and/or medical complications of the procedure.

\_\_\_\_\_ I understand that a certain level of discomfort is associated with this procedure and that swelling, redness and bruising, in addition to other medical risks, may occur.

\_\_\_\_\_ I understand that Retin A, Retinols, Alpha Hydroxy and Glycolic Acids must NOT be used on treated areas. Use of these products will alter the color and cause premature exfoliation of the pigment.

\_\_\_\_\_ I understand that tanning beds, pools, and some skin care products and medications can negatively affect my cosmetic tattoo.

\_\_\_\_\_ I recognize that the tattoo inks used here are not approved by the FDA, therefore the consequences of using them are unknown.

\_\_\_\_\_ I accept responsibility to explain to you my desire for specific colors, shape, and position for my cosmetic tattoo procedure done today.

\_\_\_\_\_ I understand that implanted pigment color can slightly change or fade over time due to circumstances beyond your control, and I will need to maintain the color with future applications and a touch-up session within 60 days of initial application.

\_\_\_\_\_ I have been advised that a touch-up session is highly recommended to make any adjustments to shape, color and to fill in any pigment that was lost due to poor retention. I understand that successful color saturation can NOT be guaranteed due to hidden scar tissue. Touch-ups must be completed within 8 weeks of initial procedure and are not included in the initial cost of service.

\_\_\_\_\_ I acknowledge receipt of written instructions advising me of proper care of my tattoo and recognize the necessity to follow those written instructions.

\_\_\_\_\_ I agree to forever release, discharge, hold harmless Artist, its owners, directors, officers, employees, tattoo artists, associates, and agents from any and all lawsuits, liabilities, claims, causes of actions, debts, demands, damages, legal action or equitable action of any kind or nature whatsoever, whether in statute, tort, common law, or contract, including active and passive negligence, arising from or related in any way to Artist's services, actions, or omissions, including but not limited to my tattoo or the procedure, and conduct used to apply my tattoo and any and all tattoos applied by the tattoo artist, associates, and agents in the future, and any physical or medical issues associated with same. I understand that by signing this contract and release, I am voluntarily and consciously waiving and giving up rights I may otherwise have to sue or seek other relief for events occurring in connection with Artist's services. It is my express intent that this release shall bind my heirs, assigns, personal representatives, and all others who may wish to bring any claim, action, etc. on my behalf. I further agree and acknowledge that there is bargained-for consideration supporting this release and contract generally, including that I am being allowed to avail myself of Artist in exchange for agreeing to its terms.

\_\_\_\_\_ In any legal action arising from or related to Artist's services, I agree that the action shall be governed by the laws of the State of California, without regard to conflict of law principles. I further agree that any such action must be brought in Sonoma County Superior Court and that Sonoma County Superior Court is the only appropriate venue for such action.

\_\_\_\_\_ I certify that I have read or have had read to me the contents of this form. I understand the risks and alternatives involved in this procedure. I have had the opportunity to ask questions, and all of my questions have been answered. I certify that I am 18 years old or older, that I am legally and mentally competent to enter into this legally-binding agreement, and am not under the influence of drugs or alcohol, and there is no other reason why I am unable to competently execute this agreement.

\_\_\_\_\_ I acknowledge that I have reviewed and approved all the material given to me, and I authorize Artist to perform on my body, the cosmetic tattoo procedure desired today. I understand that the results are not guaranteed and that this procedure is elective. I agree that this document is not an adhesion contract and that I am signing it of my own free will, that I am not required by medical or any other reasons to undergo the cosmetic tattoo procedure, and that there are other businesses that provide the same or similar services that I could go to instead of Artist.

\_\_\_\_\_ I consent to my before and after photos to be used for marketing and educational purposes. I waive any right to royalties or other compensation arising from or related to the use of photographic images of me.

By signing below, I agree that all the above information is true and accurate to the best of my knowledge, and that I agree to the terms above. I am aware that this procedure does not guarantee specific results.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Artist: \_\_\_\_\_ Ink Color: \_\_\_\_\_

Ink Lot#: \_\_\_\_\_ Blade Size & Lot#: \_\_\_\_\_



MEDICAL QUESTIONNAIRE FORM

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Cell Number: (\_\_\_\_) \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact (Name & Phone #): \_\_\_\_\_

- YES NO Are you at least 18 years of age?
YES NO Are you pregnant or breastfeeding?
YES NO Have you had Botox in the last 2-3 weeks?
YES NO Have you had any chemical peels or laser treatments in the last 6 weeks?
YES NO Have you undergone chemotherapy or radiation therapy in the last year?

Please list any medications you have taken in the last 6 months:

Check any of the following that you have/apply:

- Accutane or acne treatment
Autoimmune disorder
Asthma
Botox
Cancer
Cardiac Valve Disease
Diabetes
Estrogen therapy
Epilepsy
Forehead/Brow lift
Hepatitis A B C
Hemophilia or other bleeding disorders
Herpes at proposed procedure site
History of Cold Sores
HIV/AIDS
History of MRSA/Staph infections
Keloid scarring
Lip fillers
Oily Skin/Sensitive skin
Required to take antibiotics before dental or medical procedures
Taking blood thinners such as: Aspirin, Ibuprofen, etc
Tan by booth or salon
Tuberculosis
Tumors/Growths/Cysts

**ALLERGIES: Have you ever had allergic reactions to any of the following:**

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Antibiotics | <input type="checkbox"/> Benzyl Alcohol    |
| <input type="checkbox"/> Latex       | <input type="checkbox"/> Carbopol          |
| <input type="checkbox"/> Lidocaine   | <input type="checkbox"/> Lecithin          |
| <input type="checkbox"/> Tetracaine  | <input type="checkbox"/> Propylene Glycol  |
| <input type="checkbox"/> Epinephrine | <input type="checkbox"/> Vitamin E Acetate |
| <input type="checkbox"/> Dermacaine  |  |

**Please explain what your goal is for having this cosmetic tattoo procedure done. What are your overall goals?** (For example: Brows, think in terms of thickness, color, length, higher arch, more even appearance, more filled in appearance, etc. For lips, think in terms of more appearance of symmetry, more even color, more appearance of fullness/volume, vibrancy, etc.)

YES    NO    I consent to having my before and after photos taken for marketing purposes

**BY SIGNING HERE, I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE, AND ACKNOWLEDGE THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_