

# RED CAT STUDIO

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING RECEIVING A TATTOO FROM RED CAT STUDIO.

**PLEASE READ CAREFULLY!**

*Initial of  
Customer &  
Guardian (if  
applicable)*

<b>Name of Customer</b>	<i>Last</i>	<i>First</i>	<i>Middle Initial</i>	
<b>Mailing Address of Customer</b>	<i>Address (including City)</i>	<i>Prov./State</i>	<i>Country</i>	<i>Postal/Zip Code</i>

**TO: RED CAT STUDIO (the "Studio")** and its owners, partners, managers, employees, artists, instructors, agents, representatives, successors and assigns (all of whom are hereinafter referred to as **"the Releasees"**)

### DEFINITION

In this Release Agreement, the term **"the Services"** means all activities, events or services provided, arranged, organized, conducted or authorized by the Releasees including tattooing, the application of a tattoo, after tattoo care and advice regarding after tattoo care, touch up work on a tattoo, and other such activities and services in any way connected with or related to the Services or identified as a task in the box below.

### ASSUMPTION OF RISKS

I UNDERSTAND AND AGREE THAT A TATTOO IS A PERMANENT CHANGE TO MY APPEARANCE AND CAN ONLY BE REMOVED BY MEANS OF LASER OR SURGICAL MEANS, WITH NO GUARANTEE THAT THE MY SKIN WILL RETURN TO ITS ORIGINAL STATE PRIOR TO THE APPLICATION OF THE TATTOO.

I UNDERSTAND AND AGREE THAT RISKS FROM GETTING A TATTOO CAN INCLUDE (BUT ARE NOT LIMITED TO) INJURY, PAIN, INFECTION, SCARRING, DIFFICULTIES IN DETECTING CANCER (MELANOMA), ALLERGIC REACTIONS TO THE TATTOO PIGMENT, LATEX GLOVES AND/OR SOAP.

HAVING BEEN INFORMED OF THE 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 RISK THAT MAY ARISE FROM THE STUDIO'S APPLICATION OF THAT TATTOO AND AFTER CARE OF THAT TATTOO.

*Initial of  
Customer &  
Guardian (if  
applicable)*

### I ACKNOWLEDGE AND AGREE THAT:

1. The Services include a RISK OF ERRORS OR NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RETAINING THE SERVICES OF THE RELEASEES.
2. The Studio will not be responsible for any reactions I may have to the products used during the application of the tattoo or steps taken in the care of my tattoo while it is healing.
3. The Studio is not responsible for the meaning or spelling of the symbol or text that I provide to them or choose from the flash (design) sheets.
4. Variations in colour and design may exist between the tattoo art I have selected and the actual tattoo when it is applied to my body.
5. I have been advised that over time the colours and clarity of my tattoo will fade and the Studio is not liable for any fading that may occur.
6. If any touch up work is required on my tattoo, then I agree that the touch up work will be done at my own cost.

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** I represent and warrant the following to the Studio in signing this Release:

1. I am not under the influence of alcohol or drugs.
2. I do not have diabetes, epilepsy, hemophilia, a heart condition, and I am not taking blood thinning medication OR If I have any of these conditions, I have previously consulted a health care practitioner and I am allowed to undergo a tattoo procedure and all the steps involved in the application of a tattoo.
3. I do not have any medical illness/conditions or skin conditions that may interfere with the application or healing of the tattoo.
4. I am not the recipient of an organ or bone marrow transplant (or, if I am, I have taken the prescribed preventative regimen of antibiotics that is required by my doctor in advance of any invasive procedure such as tattooing or piercing).
5. I am not pregnant or nursing.
6. I do not have a medical or mental health illness or impairment that may affect my judgment or ability to give informed consent to getting a tattoo.

**RELEASE OF LIABILITY and WAIVER OF CLAIMS**

In consideration of the RELEASEES performing the Services at my request, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS THAT I HAVE, OR MAY IN THE FUTURE HAVE, AGAINST THE RELEASEES AND TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, THAT I MAY SUFFER AS A RESULT OF MY RETAINING THE SERVICES OF THE RELEASEES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE SERVICES

<i>Initial of Customer &amp; Guardian (if applicable)</i>
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2. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
3. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of that province.

IN ENTERING INTO THIS RELEASE AGREEMENT, I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES WITH RESPECT TO RETAINING THE SERVICES, OTHER THAN WHAT IS SET FORTH IN THIS RELEASE AGREEMENT. I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE RELEASEE.

<i>Signature of Customer</i>
<i>Please print name clearly</i>

<i>Signature of Witness</i>
<i>Please print name clearly</i>

**IF CUSTOMER IS UNDER THE AGE OF MAJORITY THEN THE CUSTOMER'S LEGAL GUARDIAN IS REQUIRED TO CONSENT AS WELL AS THE CUSTOMER TO THE SERVICES TO BE PROVIDED AND TO THIS RELEASE AGREEMENT.**

**I AM THE LEGAL GUARDIAN OF THE UNDERAGED CUSTOMER**

IN SIGNING THIS RELEASE AGREEMENT, I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES WITH RESPECT TO RETAINING THE SERVICES, OTHER THAN WHAT IS SET FORTH IN THIS RELEASE AGREEMENT. I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

I, AS THE LEGAL GUARDIAN OF THE UNDERAGED CUSTOMER, HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING IT I AM CONSENTING TO THE SERVICES BEING PROVIDED TO THE UNDERAGED CUSTOMER. I AM AWARE THAT BY SIGNING THIS RELEASE I AM AGREEING THAT I AND THE UNDERAGED CUSTOMER ARE WAIVING CERTAIN LEGAL RIGHTS WHICH THE UNDERAGED CUSTOMER MAY HAVE AGAINST THE RELEASEE.

<i>Signature of Guardian</i>
<i>Please print name clearly</i>

<i>Signature of Witness</i>
<i>Please print name clearly</i>

# MEDICAL QUESTIONNAIRE FORM

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

Phone Number: \_\_\_\_\_

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

Date of Birth: \_\_\_\_\_

Emergency Contact & Phone Number:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please check any conditions listed below that apply to you.

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> ALLERGIC TO ANTIBIOTICS | <input type="checkbox"/> EPILEPSY              | <input type="checkbox"/> HIV                  |
| <input type="checkbox"/> ALLERGIC TO LATEX       | <input type="checkbox"/> FAINTING OR DIZZINESS | <input type="checkbox"/> MRSA/STAPH INFECTION |
| <input type="checkbox"/> ASTHMA                  | <input type="checkbox"/> GONORRHEA/SYPHILIS    | <input type="checkbox"/> PREGNANT/NURSING     |
| <input type="checkbox"/> BLOOD THINNERS          | <input type="checkbox"/> HEART CONDITION       | <input type="checkbox"/> SCARRING/KELOIDING   |
| <input type="checkbox"/> DIABETES                | <input type="checkbox"/> HEMOPHILIA HEPATITIS  | <input type="checkbox"/> SKIN CONDITIONS      |
| <input type="checkbox"/> ECZEMA/PSORIASIS        | <input type="checkbox"/> HERPES                | <input type="checkbox"/> OTHER*               |

\*If you checked other, please state the condition here:

How long has it been since you last ate?

\_\_\_\_\_

Do you have any allergies such as metals, soaps, latex, bandages, cosmetics or alcohol?

\_\_\_\_\_

\_\_\_\_\_

Do you use any medications that might affect the healing of the body art you wish to receive?

\_\_\_\_\_

\_\_\_\_\_

Do you have any cardiac valve disease?

\_\_\_\_\_

Do you have any other medical or skin conditions that may affect the outcome of your procedure?

\_\_\_\_\_

Have you ever been prescribed antibiotics prior to dental or surgical procedures?

\_\_\_\_\_

Is there any other information you feel you should provide to the body art practitioner?

\_\_\_\_\_

\_\_\_\_\_

*The information I have provided is complete and true to the best of my knowledge.*

*Signature of Client:*

*Date:*