



Waiver and Consent

Please read and initial all the following.

In consideration of the artist (hereinafter referred to as the "Artist") with Honu Tattoo (hereinafter referred to as the "Tattoo Studio") agreeing to complete a tattoo on my person , I agree to the following:

That I, _____ (Print 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.

That 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 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 is 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. I acknowledge that touch-up work to the tattoo may be required, and 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 preventative 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 judgement 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.

I understand that 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. I also understand that over time, the colours 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 understand that 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 understand that the Artist and the Tattoo Studio have advised me that they might take, gather, collect and reproduce pictures, video or other recordings of the tattoo and/or myself ("Media Materials"). I further understand that the Artist and the Tattoo Studio have advised me that they may reproduce such Media Materials in print or electronic form. Finally I understand that they will use such Media Materials only for the purposes of promoting the Artist and/or the Tattoo Studio, in print and online on social media. To that end, I release all rights to any photographs taken of me and the tattoo.

I give express consent in advance to the reproduction in print or electronic form any Media Material that can be used to identify me.

I understand that if I have not consented to the use of such Media Material that can be used to identify me, that it is my responsibility to advise and remind the Artist and the Tattoo Studio NOT to collect any Media Materials of me.

I agree to reimburse each of the Artist and the Tattoo Studio for any lawyers' fee (on a solicitor and own client basis) and such other costs incurred in any legal action against either the Artist or the Tattoo Studio relating to the services provided to me by the Artist and the Tattoo Studio and in which either the Artist or Tattoo Studio is the prevailing party. I agree that the courts of Alberta in Canada shall have personal jurisdiction and venue over me and shall have exclusive jurisdiction for the course of litigating any dispute arising out of or relating to this Waiver and Consent.

I accept that the Artist and the Tattoo Studio will not be liable for any indirect, special, punitive or consequential damages related in any way to this Waiver and Consent.

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 hereby declare that I am 18 years or older (and have provided valid proof of age) and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understand and concurrence with this Waiver and Consent.

I HAVE READ THIS WAIVER AND CONSENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

Print Full Name: _____ Date of Birth: _____

Address: _____ Telephone: _____

Signature of Participant: _____ Date: _____

Signature of Parent or Guardian if Participant is a Minor

BY SINGING BELOW, I AM AFFIRMING THAT I AM THE PARENT OR GUARDIAN OF THE PARTICIPANT AND THAT I HAVE READ THIS WAIVER AND CONSENT, I UNDERSTAND IT, I AGREE THAT THE MINOR AND I SHALL BE BOUND BY IT.

Print Full Name: _____

Address: _____ Telephone: _____

Signature: _____ Date: _____

Description of Service: _____

Service Performed By: Taylor MacKenzie, tattoo artist