

**CONSENT AND LIABILITY RELEASE TO PERMANENT MAKEUP**

**Permanent Make-Up Room**

**2548 Larkin Road, Suite 123. Lexington, KY**

**Certification #123565**

**Olga Parshenkova – Tattoo Artist and Esthetician**

**Permit # 103565**

I, \_\_\_\_\_, agreed to receive a service provided by Permanent Makeup Room, in which the technician will apply permanent makeup to my eyebrows/lips/eyes using a Permanent Makeup technique.

**SECTION 1: ACKNOWLEDGMENTS AND AGREEMENTS**

*Please initial before each statement to accept your acknowledgment and agreement to the following:*

\_\_\_\_\_ That I have received a copy of the Permanent Makeup Aftercare instructions.

\_\_\_\_\_ That it is my responsibility to advise the Company of any concerns I may have before receiving the service, even though I may have written it down in this Release.

\_\_\_\_\_ That I have read and accepted the risks set forth in Section 2. I have been given the opportunity to ask questions, either by written or verbal communication, prior to signing this Release. As a result, I have sufficient information to give this informed consent.

\_\_\_\_\_ That I must complete the Health Questionnaire in Section 3 before I can receive the service. I understand my ability to receive the service may be refused depending on my responses, including but not limited to, if I am pregnant/breastfeeding or if I have any allergies to ingredients or products used in a permanent makeup procedure.

\_\_\_\_\_ The touch up time is reserved for you and must be performed within 6-8 weeks to be included. Touch up appointments can be rebooked but additional charges may occur as this will no longer be in the 6-8 week range.

\_\_\_\_\_ Should the Permanent Makeup technician get a needle stick injury or puncture to her skin, I will immediately consent to a blood test. This will be at no cost to myself.

\_\_\_\_\_ ***Should I open my eyes at any time during treatment without permission from the technician,*** I risk the technician making a mistake and the technician nor the Company will be held liable in this case.

\_\_\_\_\_ Upon completion of service and leaving the establishment, the technician will not be able to make changes to shape or color before at least 6 weeks.

\_\_\_\_\_ No warranty or guarantee has been made to me as a result of this Permanent Makeup service, and due to internal and external factors that the final result cannot be guaranteed. Sometimes additional touch ups may be necessary at a cost.

\_\_\_\_\_ If I am unhappy with the final results after touch up or service, I will not take to the internet to air out my grievances of {insert your name} or {insert your business name here} in any online forum including but not limited to: Google Reviews, Facebook Reviews, Instagram, Facebook, or Twitter. I will instead contact {insert your name} privately in order to allow her to work with me to find a solution.

\_\_\_\_\_ I understand that all payments and monies paid toward the procedure is non-refundable. No exceptions!

\_\_\_\_\_ I declare that I am not intoxicated or under the influence of drugs or alcohol; I'm not pregnant and have not ingested an anticoagulant that thins the blood or interferes with blood clotting in the past 24 hours.

## **SECTION 2: RISKS**

I acknowledge and accept the following risks:

1. During the treatment, despite all precautionary measures, injury is possible.
2. Despite application of the most advanced and top-quality pigments, an allergic reaction is possible.
3. Any skin treatment applying permanent makeup carries with it a possible adverse change that may not be correctable.
4. During and after the treatment, temporary pain, infection, scarring, swelling, redness and/or itching may occur.
5. Depending on the skin structure, after the first treatment, small scabs with a loss of drawn hairs may occur and color intensity may change. Generally,

eyebrows/lips/eyeliner are up to 40% darker and 10-15% thicker in the first seven days. Color *i.e.* color reflection depends on the natural skin pigment. The shape of the eyebrows is determined according to my face proportions. I understand that symmetry is determined digitally, with closed eyes because of the negative impact of facial expression.

6. The pigment is absorbed differently due to differences in the skin quality, and therefore there may be inconsistent color, spreading, and fanning of pigments.
7. Depending on the skin structure, change in the color intensity is possible and one or more additional treatments will be required. For oily skin, it may be necessary to perform more treatments at additional costs.
8. The minimum or maximum duration of eyebrow/lip/eyeliner mapping cannot be determined with certainty.
9. Application of permanent makeup always leads to the skin injury and it is important to carefully and gently nurture your skin after the treatment to allow healing without complications. Inadequate care in healing phase of the skin can lead to poor results. I will strictly adhere to the Permanent Makeup Aftercare Instructions. I understand that my failure to do so may jeopardize my chances for a successful procedure. The Company will not be liable for my failure to follow the Permanent Makeup Aftercare Instructions.

As part of the aftercare, within an hour of completing the procedure, I will gently and thoroughly cleanse my eyebrows/lips/eyes with a mild or antibacterial cleanser then rinse with lukewarm water and apply a thin layer of aftercare balm provided. I will repeat every other hour, at least 3-5 times on the first day, to prevent the scab formation.

For post-treatment care, I will only use the provided aftercare balm. I will not use any other creams or products except the ones provided in order to prevent possible infections or allergic reactions.

In the first two weeks after the treatment, I will avoid swimming, sunbathing, tanning salons, saunas, beauty treatments and intense training, training or other sports or physical activity accompanied by sweating (sport activities), makeup on or close to the treated area(s) and contact with dust (i.e. household chores, factory, etc).

\*\*\*Pay attention to signs of infection: Symptoms may include redness, swelling, tenderness of the treated area, elevated temperature, red streaks going from treated area towards the heart, any yellow/green discharge, and feeling unwell. Please consult a physician if signs and/or symptoms of infections such as excessive swelling, feasible redness, or drainage occur.

### SECTION 3: HEALTH QUESTIONNAIRE

To perform the Permanent Makeup service in a safe manner, please answer the following health questions truthfully. {insert your name} and the Company will keep all information disclosed in a confidential manner and will use it only for purposes of determining whether I can receive the service.

Do you suffer from the following diseases or are you taking any of these medications?

Hemophilia? YES NO

Diabetes mellitus (diabetes)? YES NO

Hepatitis A, B, C, D, E, F? YES NO

HIV+? YES NO

Skin diseases? YES NO

Eczema? YES NO

Allergies? If so, what kind? \_\_\_\_\_ YES NO

Autoimmune diseases? YES NO

Are you prone to cold sores/herpes simplex virus? YES NO

Infectious diseases / high fever? YES NO

Epilepsy? YES NO

Do you have a pacemaker? YES NO

Do you have problems with healing of wounds? YES NO

Do you or have you ever had trouble being numbed in medical setting? YES NO

Are you taking any medications on daily basis? YES NO

If so, list what they are for \_\_\_\_\_

\_\_\_\_\_

I have not taken medications or blood thinners in last 24 hrs. Initial \_\_\_\_\_

I have not consumed drugs or alcohol in last 24 hrs. Initial \_\_\_\_\_

I am not currently pregnant or breastfeeding. Initial \_\_\_\_\_

I am not currently under the influence of drugs or alcohol. Initial \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Did you in the last 14 days undergo surgery, were you exposed to radiation or had any other medical interventions? YES NO

What is your skin type? Circle one.

NORMAL/DRY OILY COMBINATION SENSITIVE

Were you able to follow pre-care instructions to properly prepare for this procedure? YES NO

This information is confidential, and it shall also be handled in that way. The Company assumes no liability in case of giving false information.

#### **SECTION 4: USE OF LIKENESS AND RELEASE**

By receiving this service, I permit, authorize, and license {insert your name}, the Company and their employees, officers, directors, and agents of each and all of them ("Authorized Persons"), to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use my image, likeness, and appearance, and all materials created by or on behalf of my participation that incorporates any of the foregoing ("Materials") on a perpetual basis throughout the world and in any purposes, and for any purpose they deem reasonably appropriate, without further consent from or royalty payment, or other compensation to me. They are also needed for insurance purposes. Your consent is necessary regarding this.

I agree that all right, title, and interest in and to all such Materials is the exclusive property of the Authorized Persons. I understand that the Authorized Persons may keep or use the Materials now and in the future. I understand that although the Authorized Persons will endeavor to use my image, likeness, and appearance in accordance with standards of good judgment, they cannot warrant or guarantee that any further dissemination of my image, likeness, and appearance will be subject to their supervision or control. Accordingly, I release the Authorized Persons from all liability or responsibility that may arise from the acts that I have authorized or consented to in this Section.

*Please choose one:*

\_\_\_\_\_ YES, any and all pictures/videos - full face included

\_\_\_\_\_ ONLY close ups of Permanent Makeup Service

*For brow clients only:* Would you want to participate in a reveal at the end of your service to capture your+ finished service on camera? (skip if not getting brows done)

\_\_\_\_\_ YES

\_\_\_\_\_ NO

**SECTION 5: GENERAL RELEASE AND WAIVER**

I recognize and acknowledge that there are certain risks of injury or property damage related to receiving the service, and I voluntarily agree to fully assume all of these risks, regardless of severity, that I may sustain as a result of receiving in any and all activities connected with or associated with the application by {insert your name} of semi-permanent or permanent makeup to my eyebrows/lips/eyes using the Permanent Makeup technique. Upon leaving the establishment, it will be assumed by the technician that I am happy with the service therefore releasing the technician of any negative claims and/or bad reviews.

I, for myself and my heirs, assigns, personal representatives, and next of kin, expressly waive and release any and all claims, now known or hereafter known, against {insert your name} and the Company, and their employees, officers, directors, and agents of each and all of them (collectively, "Releasees"), on account of personal injury or property damage arising out of or attributable to my receiving this service, whether arising out of the negligence of any Releasee or otherwise. I covenant not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. It has been stated that all payments and monies towards the service is non-refundable. No exceptions.

All matters arising out of or relating to this waiver and release shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this waiver and release may be brought only in the federal and local courts located in Fayette County, Kentucky and I consent to the exclusive jurisdiction of such courts.

I understand that this waiver and release is intended to be as broad and inclusive as permitted by law and that if any portion hereof is held invalid, I agree that the balance shall continue in full legal force and effect. I further agree that if not valid as such in the State of Kentucky, it shall be construed as a covenant not to sue.

I HAVE READ THIS WAIVER AND RELEASE AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER AND RELEASE VOLUNTARILY.

Client Signature \_\_\_\_\_ Print Name: \_\_\_\_\_

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

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

Artist Signature \_\_\_\_\_