

**Mele Wahine ~ 1040 2<sup>nd</sup> St., Encinitas, Ca. 92024**  
**760-213-5000 www.melewahine.com**

**CONSENT AND RELEASE AGREEMENT FOR PERMANENT COSMETIC PROCEDURE**

This agreement contract and all attached sheets are one agreement and all the information, clauses, and covenants in this agreement are incorporated in the attached sheets as though set out in full therein, however, if any clause, disclosure, or covenant in this contract shall differ or be in conflict with any and all attached sheets, this contract and its covenants shall govern.

The undersigned permanent makeup professional, hereinafter known as Releasee, hereby performs the implantation of pigment under the skin hereinafter known as the permanent cosmetic tattoo procedure(s) and the undersigned client, hereinafter known as the Releasor, or you, hereby receives the permanent cosmetic tattoo procedure(s) subject to the terms and conditions herein set out:

The agreement to have a permanent makeup procedure performed is entered into by:

- (name of Releasor (client)) \_\_\_\_\_
- who resides at (street address) \_\_\_\_\_
- (city) \_\_\_\_\_ (zip) \_\_\_\_\_ (phone)(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (alt. phone)(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

and \_\_\_\_\_ with reference to the facts listed on the pages of this agreement:

Therefore, for there considerations, the Releasee and Releasor agree as follows:

**AGREEMENT**

**1. ACKNOWLEDGEMENT OF THE RISKS OR COMPLICATIONS ASSOCIATED WITH THE PERMANENT COSMETIC TATTOO PROCEDURE.**

- A. The Releasor has been informed by the Releasee of the possible dangers that may occur as a result of having a permanent cosmetic tattoo procedure performed. The Releasor acknowledges that those dangers may include eye injury from the permanent cosmetic eyeliner procedure, allergies from pigment used in the procedure(s), fever blisters or cold sores from the permanent lip procedure, swelling, bruising (although rare), temporary minor bleeding, redness or pinkness, and soreness. The Releasor understands and acknowledges that the permanent cosmetic tattoo procedure may permanently alter the appearance of the Releasor's face of which may not be desirable to the Releasor.
- B. Now, the Releasor having been fully and completely advised of all inherent risks, dangers, and complications which may arise from a permanent cosmetic tattoo procedure, voluntarily assumes all and any risks, dangers, or complications which may arise as a result of a permanent cosmetic tattoo procedure. To help minimize any risks, the Releasor will answer Yes or No the following conditions in order to describe if the Releasor has any of the following medical conditions:

IF YES, EXPLAIN

1. Keloid                            Yes    No    Location: \_\_\_\_\_
2. Diabetes                            Yes    No \_\_\_\_\_
3. Alcoholic                            Yes    No \_\_\_\_\_
4. Epilepsy                            Yes    No \_\_\_\_\_
5. Under 18 yrs. Old    Yes No If yes, then please have the parent or legal guardian complete the statement at the end of this agreement.
6. Using Accutane                    Yes    No \_\_\_\_\_
7. Using Retin-A                    Yes    No \_\_\_\_\_
8. Hemophiliac                    Yes    No \_\_\_\_\_
9. Pregnant or nursing    Yes    No    If yes, then you are cannot receive permanent makeup at this time.
10. Active Skin Disease    Yes No \_\_\_\_\_ 11. Autoimmune Disorders Yes No \_\_\_\_\_ 12. Hepatitis    Yes No \_\_\_\_\_
13. Blood Disease                    Yes    No \_\_\_\_\_ 14. Cold Sores                    Yes    No \_\_\_\_\_
15. Herpes                            Yes    No \_\_\_\_\_
16. Cancer                            Yes    No \_\_\_\_\_
17. Steroids                            Yes    No \_\_\_\_\_ 18. Chemical Peel                    Yes    No \_\_\_\_\_
19. Using Glycolic Acid    Yes No \_\_\_\_\_ 20. Other Tattoos    Yes No \_\_\_\_\_
21. Heart Condition                    Yes    No \_\_\_\_\_
22. Allergies to ANY                    Yes    No \_\_\_\_\_  
     medications or topical salves such as Bacitracin, Lanolin, Lidocane, Novacane, Metals, Neosporine, Paba, Rubber Gloves, Latex, Lidocaine, Epinephrine, Tetracaine, Benzocaine? Other \_\_\_\_\_
23. Taking Medication                    Yes    No    If yes, please list \_\_\_\_\_ 24. Any other Diseases                    Yes    No \_\_\_\_\_
25. Taking Blood Thinners                    Yes    No \_\_\_\_\_  
     Such as Aspirin, Coumadin, Alcohol, Ibuprofen, Vitamin E or fish oil?
26. Do you like to get a tan?                    Yes    No \_\_\_\_\_
27. Are you tanned now?                    Yes    No \_\_\_\_\_
28. Do you use tanning products    Yes    No \_\_\_\_\_
29. Do you use a tanning bed                    Yes    No \_\_\_\_\_
30. Any surgeries?                    Yes    No \_\_\_\_\_
31. Planning cosmetic surgery?    Yes    No \_\_\_\_\_

32. Currently under doctors care? Yes No \_\_\_\_\_

33. Trichotillomania Yes No \_\_\_\_\_

(Compulsively pulls our lashes, brows, and other hair which grows out of the body)

34. Brow or lash tinting Yes No When was the last tint performed? \_\_\_\_\_

35. Contact lenses Yes No \_\_\_\_\_

Please remove for eyeliner procedure and resume wear after 1 week or until after permanent eyeliner has healed and sealed itself.

36. Alopecia Yes No Which kind? \_\_\_\_\_ 37. Amyloidosis

(autoimmune) Yes No If yes, then you are cannot receive permanent makeup.

38. Optical Herpes Yes No If yes, then you cannot receive permanent eyeliner.

39. Mitral Valve Prolapse Yes No \_\_\_\_\_

40. Using Lash Serums? Yes No If Yes, Must stop use 2 to 4 weeks prior to procedure.

A. The Releasor agrees to waive or to take a 6 week patch test prior to the permanent cosmetic facial tattoo procedure.

\_\_\_\_\_ Initial to waive patch test

\_\_\_\_\_ Initial to take patch test

B. The Releasor agrees to accept full responsibility for the COLOR, SHAPE, AND THICKNESS of each and every procedure that the Releasor will have performed by the Releasee which is to include but not limited to the eyeliner, eyebrows, lips, scar camouflage, breast re-pigmentation, and/or beauty mark permanent cosmetic procedure(s).

C. The Releasor agrees that in the event of a controversy between the Releasor and the Releasee involving a claim in tort, the parties shall resolve their dispute through small claims court. D. The releasor certifies that

\_\_\_\_\_ he or she has read the following provisions of the California Civil code Section 1542: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the doctor."

E. The Releasor agrees that in the event that the Releasor prevails in a judgement against the Releasee, the Releasor agrees that the Releasor will not be entitled to a settlement that exceeds the amount paid for the work accomplished by the Releasee.

F. The Releasor acknowledges receipt of pre-procedure information and post-op care instructions, has read them, has been verbally told them, understands them, and agrees to adhere to them in order to help prevent secondary infection.

## **2. CONSENT TO PERMANENT COSMETIC PROCEDURE**

The Releasor fully and voluntarily consents to have the release perform the permanent cosmetic procedure(s) and is fully aware and informed of all and any inherent risks, dangers, and complications that may occur as a result of the procedure(s) as described in this agreement. The Release has reviewed the medical history of the Releasor and all questions o the Releasor have been satisfactorily answered by the Releasee.

### **3. RELEASE OF ALL CLAIMS**

- a. In order for the Releasee to perform any permanent cosmetic procedure on the Releasor for which the Releasee is volunteering to have performed after having been fully informed of all dangers and risks involved as described in this agreement including but not limited to swelling, allergy to pigment, pain, infection, redness, soreness, eye injury, and itching.

I \_\_\_\_\_, voluntarily request that the Releasee performs such procedure(s) and I, for myself, my respective heirs, assigns, administrators, personal representatives, and next of kin, hereby will forever release and hold harmless the Releasee, SofTap Inc and SofTap Management, their affiliates, officers, members, agents, employees, other participants, and sponsoring agencies from and against any and all claims, damages, or liabilities that may result from the permanent cosmetic procedure(s) as described in this agreement including costs of medical care that may arise from the procedure including post-op care. The Releasor acknowledges that no other claims or guarantees have been made by the Releasee other than is expressly written in the agreement.

In witness whereof both parties, the Releasor and the Releasee enter into this agreement by their signatures below on the date opposite their names

Signature of Releasor \_\_\_\_\_ Date \_\_\_\_\_

Signature of Releasee \_\_\_\_\_ Date \_\_\_\_\_

### **RECITALS**

- a. the Releasor wishes to have the permanent cosmetic procedure(s) performed by the Releasee.
- b. The Releasor has been informed by the Releasee that permanent cosmetics is the same as tattooing. Therefore the facial area will be cosmetically tattooed. Color will be implanted into the skin and as a result the skin color will be permanently altered.
- c. The Releasor has been informed by the Releasee that there is pain involved in the procedure(s).
- d. The Releasor has been informed by the Releasee that there may be adverse side affects such as swelling, bruising (extremely rare), temporary minor bleeding, redness or pinkness, and soreness.
- e. The Releasor has been informed by the Releasee that the permanent cosmetic facial tattoo procedure is a process and there will be some fading of the color. The Releasee has made no guarantees or promises to the Releasor as to how much color will be retained or how the color will fade. Color may have to be reapplied to the desired area before satisfaction of the desired color is obtained. The Releasor has been informed by the Releasee that there will be a minimal charge for each re-application of the color.
- f. The Releasor has been informed by the Releasee that pigment may migrate or spread to an undesired area.
- g. The Releasor has been informed by the Releasee that the lips may feel dry and tight after the lip procedure.
- h. The Releasor has been informed by the Releasee that eye injury may occur from the cosmetic eyeliner tattoo procedure.
- i. In the event of a diagnosed allergic reaction, the Releasor agrees to have a punch biopsy in order to determine certainty regarding the cause.
- j. The Releasor has been informed by the Releasee that a secondary infection can occur, although rare and that post-op procedure care instructions will have to be followed in order to help prevent this from occurring.

- k. The Releasor has been informed by the Releasee that an allergic reaction may occur from the pigment used in the permanent cosmetic facial tattoo procedure.
- l. The Releasor has been informed by the Releasee that pigment may be accidentally misplaced which may result in a permanent disfigurement.
- m. The Releasor has been informed by the Releasee that fever blisters or cold sores may occur after the permanent cosmetic lip procedure, if the Releasor is prone to having them. The Releasor has been informed by the Releasee to obtain an appropriate oral prescription and take as prescribed in order to help minimize an outbreak of fever blisters.
- n. The Releasor has been informed by the Releasee that as a safety precaution not to drive anyway for at least eight (8) hours or at least have someone accompany you after the permanent cosmetic eyeliner procedure.
- o. The Releasor has been informed by the Releasee not to take any aspirin or Ibuprofen before the permanent cosmetic facial tattoo procedure as it may promote bleeding.
- p. The Releasor has been informed by the Releasee that a low-level magnet may be required if the Releasor is ever scanned by an MRI (Magnetic Resonance Imaging) machine because pigments used in the permanent cosmetic procedure(s) contain inert oxides. The Releasor agrees to inform the MRI technician of such. One out of 1000 people may be sensitive to any MRI. Further information is available at [WWW.MRIsafety.com](http://WWW.MRIsafety.com).
- q. The Releasor has been informed by the Releasee not to wear any contact lenses during the permanent cosmetic eyeliner procedure.
- r. The Releasor has been informed by the Releasee to wait one year after a tattoo procedure before donating blood.
- s. The Releasor has been informed by the Releasee to inform medical personnel or professional esthetician of your cosmetic facial tattoo if a chemical peel, MRI, or plastic surgery is to be performed near or over the cosmetic facial tattoo.
- t. The Releasor has been informed by the Releasee to use sunscreen on a daily basis because constant exposure of the cosmetic facial tattoo to the sun may fade the color or even cause irritation to the skin.
- u. The Releasor has been informed by the Releasee that any effective removal method of permanent cosmetic tattoo may result in scarring and/or a permanent disfigurement.
- v. The Releasor has been informed that some pigments contain Titanium Dioxide and that under a laser, it can crystallize and turn black.
- w. The Releasor has been told that in the case of permanent cosmetic tattoo over previously tattooed pigment of an unknown origin, there is a possibility that when needles enter into previously tattooed work, an allergic reaction can be triggered which can result in oozing, redness, itching and may have to be excised or lasered in order to calm down the allergy.
- x. The Releasor has read and having been verbally told of all of the above Recitals by the Releasee, the Releasor, nevertheless, desires to have the permanent cosmetic facial tattoo procedure(s) performed by that Releasee and is willing to enter into this agreement.

I have read, been verbally told, and understand each of the above recitals

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(customer signature)

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(date)

**PHOTOGRAPHER’S MODEL RELEASE**

For a consideration mutually agreed upon, and received by me for posing for photographs hereto, I the undersigned to hereby assign to you the copyright and/or the right to copyright such photography and the right of reproduction thereof, either wholly or in part, an unrestricted use thereof in whatever manner of you or your license sees or assignees may, in your or their absolute discretion, think fit for all or any advertising, medical teachings, or other purposes whatsoever including the right of necessary retouching and tinting or workup for reproduction purposes.

\_\_\_\_\_ (customer signature) (date)

**PARENT OR LEGAL GUARDIAN**

If you are the parent or legal guardian of the above named Releasor, then please complete the following:

I \_\_\_\_\_ represent that I am the parent or legal guardian of the above named Releasor, have read the full agreement including the above Recitals and give my full permission to execute this agreement on the Releasor’s (minor’s) behalf.

\_\_\_\_\_ (signature of parent or guardian)

\_\_\_\_\_ (date)

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For office use only. Please fill out the following information:

Date:  
Comments regarding treatment:

Date:  
Comments regarding treatment:

Date:  
Comments regarding treatment:

Date:  
Comments regarding treatment:










Date:  
Comments regarding treatment:

Color the box with the color used

**ACTUAL COLOR**

**CLIENT INITIAL & RETOUCH DATES**

Client's initials below indicate that there are no changes in medical history and that the initial renews the above agreement.

	Color(s) or formula	Needle(s)	Initial Date	Initial Date	Initial Date	Initial Date
Brows		_____	_____	_____	_____	_____
Upper Eyeliner		_____	_____	_____	_____	_____
Lower Eyeliner		_____	_____	_____	_____	_____
Full Lip color		_____	_____	_____	_____	_____
Lip Liner		_____	_____	_____	_____	_____
Scar Camouflage	Color(s) or formula	Needle(s)	Initial Date	Initial Date	Initial Date	Initial Date
Location		_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____