

# Mo's Most Beautiful

## CONSENT AND LIABILITY RELEASE TO PERMANENT MAKEUP

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

Client's Full Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Instagram Handle \_\_\_\_\_ Referred By \_\_\_\_\_

My procedure(s) today is (are): (Check all that apply)

**BROWS** \_\_\_\_\_ **EYELINER** \_\_\_\_\_ **LIPS** \_\_\_\_\_

### SECTION 1: ACKNOWLEDGMENTS AND AGREEMENTS

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

\_\_\_\_\_ I hereby authorized and agreed to receive a permanent cosmetic enhancement service provided by Amanda Lynch (the "Company") in which the technician will apply permanent makeup to my eyebrows/lip/eyes using a Permanent Makeup technique.

\_\_\_\_\_ I agree to follow all pre-procedure and post-procedure instructions as provided and explained to me by the practitioner. I understand that infection, bad retention, and possible scarring can occur if I do not adhere to the said instructions.

\_\_\_\_\_ I accept responsibility for determining the color, shape and position of the enhancement as agreed during the course of my consultation.

\_\_\_\_\_ I understand that a sensitivity test for pigment does not guarantee that I will not have an allergic response. I am aware of that allergic response to pigment is rare and release the technician of all liability if allergic response occurs.

\_\_\_\_\_ I am aware that a sensitivity to anesthetics can occur and release the technician of all liability if allergic response occurs.

\_\_\_\_\_ I fully understand and accept that non-toxic pigments are used during the procedure and that the cosmetic enhancement achieved may fade over the course of 1-3 years. Even though the color has faded, the pigment will stay in the skin indefinitely and may leave a faint tint of color.

\_\_\_\_\_ I accept that the highest standards of hygiene are met, and that sterile disposable needles are used for each individual client, procedure, and visit.

\_\_\_\_\_ I understand and accept that each procedure is a process requiring multiple applications of pigment to achieve desirable results, and that 100% success cannot be guaranteed. I understand that this is why I may need to return for a touchup procedure that is included in the initial price.

\_\_\_\_\_ I understand that the touchup procedure will be performed 8-12 weeks after the initial procedure and that after the 12-week period, I will be charged an additional fee for any following procedures. I will book the appointment when it is convenient for both parties.

\_\_\_\_\_ I am aware that the result of the procedure is determined by the following:

Medication

Skin Characteristics – ie. Dry/oily/sun-damaged

Natural skin undertones

Alcohol intake and smoking

General stress

A compromised immune system

Poor diet

Post-procedure care treatment

\_\_\_\_\_ I understand that immediately after the procedure, the enhancement can be 40%-60% darker than the desired result and can take between 4-10 days to lighten. I understand that the true color will be visible 1 month after each application, and that the color may vary according to skin tones, skin type, age, and skin conditions. I appreciate that some skins accept color more readily than others and no guarantee of an exact effect or color can be given.

\_\_\_\_\_ To my knowledge, I do not have any physical, mental, or medical impairment or disability that might affect my well-being as a direct or indirect result of my decision to have the procedure done at this time. I am at least 18 years old. I am not under the influence of drugs or alcohol.

\_\_\_\_\_ For the purpose of documentation, I also consent to the taking of “before” and “after” photographs of said procedure(s). I give my consent for before and after pictures to be used for marketing.

\_\_\_\_\_ 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.

\_\_\_\_\_ If I decide to opt out of the touch up, the full service is deemed incomplete nor can it be transferred to a different service. If I decide to opt out of the included touch up, I am acknowledging that I would have decided to forfeit all monies and payments toward the procedure.

\_\_\_\_\_ 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 8 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 Amanda Lynch, Mo's Most Beautiful, or H & K Studio Salon in any online forum including but not limited to: Google Reviews, Facebook Reviews, Instagram, Facebook, or Twitter. I will instead contact Amanda Lynch 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!

**Please skip this section if you are not getting eyeliner or lip done:**

\_\_\_\_\_ I understand that loss of any eyelashes during the healing of permanent cosmetic eye enhancement will result in new eyelash growth over a 4-month period and that eyelash loss is rare and minimal. ***(Eyeliner specific)***

\_\_\_\_\_ I understand that in rare cases that corneal abrasion can occur during eyeliner procedures. ***(Eyeliner specific)***

\_\_\_\_\_ I am aware that if I have a previous eye disorder or eye infection and receive an eyelash enhancement, the disorder may reoccur again. I agree to use the correct medication to prevent such a disorder from reoccurring. ***(Eyeliner specific)***

\_\_\_\_\_ I am aware that even though my vision is not affected by permanent cosmetic eye enhancements, I may wish to have someone drive me home. ***(Eyeliner specific)***

\_\_\_\_\_ I am aware that if I have had a previous outbreak of cold sores/herpes and receive a lip enhancement I may have an outbreak again following the procedure. I have been made aware that anti-herpes medication is available over the counter or on prescription. ***(Lip specific)***

\_\_\_\_\_ I understand that I may experience dry lips for up to two weeks following permanent cosmetic lip enhancement. I will make sure to keep hydrated with only the provided lip balm unless otherwise recommended for the first two weeks. ***(Lip specific)***

**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 semi-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 of 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 the 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).

### SECTION 3: HEALTH QUESTIONNAIRE

To perform the Permanent Makeup service in a safe manner, please answer the following health questions truthfully. Amanda Lynch 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

Cardiovascular problems? YES NO

Are you taking medication for blood thinning (anticoagulants)? YES NO

Are you pregnant or breastfeeding? YES NO

Are you taking any medications on daily basis? YES NO

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

---

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 a medical setting? YES NO

Have you consumed drugs or alcohol in the last 24 hours? YES NO

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.

*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

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

#### **SECTION 4: 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 Amanda Lynch 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 Amanda Lynch 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 Indiana 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 Ripley County, Indiana 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 is not valid as such in the State of Indiana, it shall be construed as a covenant not to sue.

I CERTIFY THAT I HAVE READ THIS WAIVER AND HAVE HAD EXPLAINED TO ME, AND FULLY UNDERSTAND THE ABOVE CONSENT FORM AND THAT I HAVE REQUESTED TO HAVE PERMANENT COSMETIC ENHANCEMENT OF MY OWN FREE WILL. I RELEASE TECHNICIAN OF ALL LIABILITIES FOR ANY COMPLICATIONS THAT MAY ARISE DURING OR FOLLOWING THE PROCEDURE(S) TO BE PERFORMED AT MY REQUEST.

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

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

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