

CONSENT, RELEASE OF LIABILITY AND ASSUMPTION OF RISK

PERFECTLY TAYLOR'D LLC

The individual named below (referred to as "I" or "me") desires to participate in the fastening/securing of permanent jewelry onto my body (the "Activity") performed PERFECTLY TAYLOR'D LLC, with offices located in MISSOURI (the "Company"). In consideration of the fastening/securing of permanent jewelry onto my body and in recognition of the Company's reliance hereon, I agree, on behalf of myself, my heirs, and my personal representatives, to all the terms and conditions set forth in this instrument (this "Release").

I am aware that the process of applying/fastening/securing permanent jewelry involves the use of welding equipment and related welding tools. Potential risks of the Activity include, but are not limited to burns, eye injuries that could result in permanent vision or sight loss or impairment, and other bodily harm. I have been instructed by the Company and am aware that I cannot look at the arc weld or watch any portion of the Activity unless I wear properly rated welding safety glasses as my duty and sole responsibility to avoid eye injuries.

I confirm that I am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity. I will also follow all instructions, recommendations, and cautions of the Company at all times during the Activity. I hereby certify that I have disclosed all conditions regarding my health history and past reactions to jewelry metal and components in connection with the **Confidential Client Profile and Consultation Form**.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

I hereby expressly waive and release any and all claims which I may have, or which I may hereafter have, whether known or unknown, against the Company, and its officers, directors, manager[s], employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Missouri law does not permit to be released by agreement.

I understand that by signing this release, I am waiving any and all claims, of any kind arising out of or attributable to my participation in the Activity, and the Activity itself, including those claims that may be unknown to me, or which I do not suspect to exist at this time. **WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER MISSOURI LAW, WHICH READS AS FOLLOWS:**

I hereby release the State of Missouri and its employees, agents, departments, and related entities, (including but not limited to the State, Local Education, and Local Government Insurance Committees and the Department of Finance and Administration), from any and all liability related to or arising from my participation in Permanent Jewelry. This means that I waive the right to bring any claim or lawsuit in any court or administrative forum under any theory of law based on or arising from this activity. This release and waiver includes claims based on allegations of negligence by the State of Missouri or its employees, agents, departments and related entities. I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by the Company or any other Releasees, arising out of or resulting from any claim of a third party related to my participation in the Activity, and the Activity itself, including any claims arising out of my own negligence or the ordinary negligence of the Company.

I hereby consent to receive from any licensed hospital, physician, or medical personnel any medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation and I release all parties from any type of liability for anything that may happen during my treatment.

I hereby consent to use, re-use, publishing of any photographic pictures of me. I hereby relinquish any right that I may have to examine or approve the completed product or products advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and their respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in JACKSON COUNTY, MISSOURI and I hereby consent to the exclusive jurisdiction of such courts.

By initialing (physically or electronically) in the spaces provided by each statement I specifically acknowledge that:

_____ Although rare, I understand there is possibility of a PH reaction between the jewelry and my skin, which may cause a green mark. If I notice any itching or rash, I will remove the jewelry immediately. I understand that gold-filled jewelry might also cause a green mark on my skin due to the oxidation reaction with lotion, sweat or dirt. I will clean my jewelry regularly to remove any excess lotion, sweat, and dirt. I understand that the green mark from oxidation does not make me eligible for a refund. I understand that sterling silver can tarnish when exposed to salty air, chlorine, sulfur, humidity, perspiration, cosmetics, bleach, and other chemicals. I understand that tarnishing of sterling silver does not make me eligible for a refund. I understand that the friction of the jewelry rubbing against my skin and oils will typically shine the sterling silver back up. I understand that I also have the option to clean my sterling silver by using skin-safe sterling silver cleaner, rubbing it with a jewelry cleaning cloth, rinsing it with warm water and blotting it dry to restore its shine.

_____ I understand that although the jewelry is considered "permanent" it can be removed at any time with a simple cut of the jump ring.

_____ I understand there is a possibility of an allergic reaction to the metals commonly used in permanent jewelry.

_____ I understand if I look directly into the weld spark there is a risk of temporary and permanent eye injury.

_____ I agree to follow all instructions concerning the aftercare of my jewelry and that any repairs needed because of my own negligence will be done at my own expense.

_____ I have been fully informed of the risks of permanent jewelry including but not limited to medical complications, allergic reactions to metal jewelry and eye injury. Having been informed of potential risks associated with receiving permanent jewelry, I still wish to proceed with the application of the jewelry.

_____ I authorize the Company to apply permanent jewelry. In order to minimize risk of injury, I understand that it is my responsibility to remain still for the entire process of permanent jewelry application or until otherwise directed. I have been fully informed regarding the methods and procedures used in the application of permanent jewelry. All potential complications, including but not limited to skin burns from welding, eye injury from looking directly into the weld, redness, irritation, and allergic reactions to the jewelry metal or components have been fully disclosed to me. I certify that I understand these potential complications, and that I knowingly and voluntarily consent to the application of permanent jewelry.

_____ If at any time I feel uncomfortable during the permanent jewelry application, I agree to immediately notify the Permanent Jewelry Artist. I acknowledge that no guarantees or promises regarding the appearance or longevity of the permanent jewelry have been made.

_____ I agree to use only products recommended for jewelry and fully understand that maintenance is also required to increase the longevity of the jewelry.

_____ All questions about the permanent jewelry application have been answered to my satisfaction, and I have read the aftercare instructions for the jewelry I am about to receive.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF THE ACTIVITY. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.

Signed:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Assumption of Risk.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____

PERMANENT JEWELRY

AFTERCARE INSTRUCTIONS

It is important to note that even our high-quality gold-filled jewelry may cause a green mark on the skin due to the oxidation reaction of the base metal with lotion, sweat, or dirt. This does not mean the jewelry is plated. To prevent this, it is recommended to regularly clean the jewelry to remove any excess lotion, sweat, and dirt. It should be understood that a green mark from oxidation does not qualify for a refund. Similarly, sterling silver can tarnish when exposed to salty air, chlorine, sulfur, humidity, perspiration, cosmetics, bleach, and other chemicals.

Tarnishing of sterling silver does not qualify for a refund. The friction of the jewelry rubbing against the skin and oils can typically shine sterling silver back up. However, you have the option to use a skin-safe sterling silver cleaner to restore its shine by rubbing it with a jewelry cleaning cloth, rinsing it with warm water, and blotting it dry.