

**Preference L. Evans D.B.A. Art by Preference  
TEMPORARY TATTOO TERMS & CONDITIONS**

Preference L. Evans D.B.A. Art by Preference is currently providing temporary tattoo service for individuals 10 years of age and older. Additional paperwork must be completed for individuals under the age of 18.

Art by Preference WILL NOT apply a tattoo that serves as a form of punishment, consequence, or embarrassment to any minor child.

Before services are rendered, you must provide a valid photo ID that shows your date of birth. In order to receive temporary tattoo services from Art by Preference, you must take your time and read, then initial the indemnity form provided and sign it.

Only the person being tattooed may be present unless it is a minor being accompanied by an adult. Arriving on time is necessary, there is one reschedule included with your non-refundable deposit. Please arrive 5-10 minutes early when possible. Late arrivals may have to be rescheduled or canceled.

Tattoos will only be provided to healthy appearing, unbroken, non-irritated, undamaged skin. Tattoos will not be applied to any areas that are prone to moisture, sweating, or considered intimate. Tattoo pen ink will not be applied to the face, neck, or upper chest per product recommendations or on individuals under 10 years of age (if services are provided for this age group). Jagua gel and henna will not be placed near the eyes or to people under 8 years of age (if services are provided for this age group).

The product(s) used for the tattoos provided are documented as PPD Free and non-toxic, but on rare occasions, allergic reactions may occur. It is your responsibility to make sure that you do not have sensitive skin or other health conditions that may be affected by the application of a temporary tattoo.

Art by Preference can only make guarantees for her work, not the actual product being used or any bodily reactions that may result from the products being used.

**NO REFUNDS.**

I have read, understand, and agree to the terms and conditions stated and will complete the additional indemnity form should I choose to proceed with the temporary tattoo after reading it.

Print Name \_\_\_\_\_

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

**Preference L. Evans D.B.A. Art by Preference Temporary Tattoo Terms/ Consent/Indemnity**

THIS INDEMNITY DOCUMENT IS TWO-PAGES. PLEASE INITIAL IN THE BOXES PROVIDED AFTER READING TO SHOW THAT YOU UNDERSTAND EACH PROVISION. FEEL FREE TO ASK ANY QUESTIONS REGARDING THIS WAIVER.

In consideration of receiving a tattoo from Preference L. Evans D.B.A. Art by Preference including its artists, associates, apprentices, agents, or any employees (hereinafter referred to as the "Temporary Tattoo Studio" I agree to the following:

\_\_\_\_\_ - I, \_\_\_\_\_, (Print Name) have been fully informed of the inherent risks associated with getting a temporary tattoo. Therefore, I fully understand that these risks, known and unknown, can lead to injury including but not limited to: allergic reactions to temporary tattoo pigment, scarring from allergic reaction, latex gloves, preparation creams or solutions, and/or soap. Having been informed of the potential risks associated with getting a temporary tattoo, I wish to proceed with the temporary tattoo procedure and application and freely accept and expressly assume any and all risks that may arise from temporary tattooing.

\_\_\_\_\_ - I WAIVE AND RELEASE to the fullest extent permitted by law any person of the Temporary Tattoo Studio from all liability whatsoever, including but not limited to, 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 procedure and application of my tattoo, whether caused by the negligence or fault of either the Temporary Tattoo Studio, or otherwise.

\_\_\_\_\_ - The Temporary Tattoo Studio has given me the full opportunity to ask any question about the procedure and application of my temporary tattoo and all of my questions, if any, have been answered to my total satisfaction.

\_\_\_\_\_ - The Temporary Tattoo Studio has given me instructions on the care of my temporary tattoo while it's developing. I understand and will follow them. I acknowledge that it is possible that the tattoo can become irritated if I have an unknown or unexpected allergic reaction. If any touch-up work to the tattoo is needed due to my own negligence, I agree that the work will be done at my own expense.

\_\_\_\_\_ - I am not under the influence of alcohol or drugs, and I am voluntarily submitting to be temporarily tattooed by the Temporary Tattoo Studio without duress or coercion.

\_\_\_\_\_ - I do not have a known allergy to henna, jagua, or any berries, or any other skin conditions (including, but not limited to eczema or bruised, broken, or otherwise irritated skin) that may be agitated by the application of the respective temporary tattoo product being provided.

\_\_\_\_\_ - I do not have a mental impairment that may affect my judgment in getting the tattoo.

\_\_\_\_\_ - The Temporary Tattoo Studio is not responsible for the meaning or spelling of the symbol or text that is provided to them or chosen from the flash (design) sheets.

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\_\_\_\_\_ - Variations in color and design may exist between the tattoo art I have selected and the actual tattoo when it is applied to my body. Aside from failure to follow development directions, there may also be differences in final color appearance based on my complexion.

\_\_\_\_\_ - A temporary tattoo is a temporary change to my appearance and given no unexpected allergic reactions, will no longer be visible on my skin once it fades within 1-4 weeks. There is no guarantee on the exact number of days my temporary tattoo remains visible within that range.

\_\_\_\_\_ - I release the right to any photographs taken of me and the tattoo and give consent in advance to their reproduction in print or electronic form. If you are receiving a special rate that includes having a photograph taken and do not initial, you will be required to pay the full rate for temporary tattoo. (For assurance, if you do not initial this provision, please inform the Temporary Tattoo Studio NOT to take any pictures of you and your completed tattoo).

\_\_\_\_\_ - I agree not to take any photographs or videos of anyone or anything inside or outside of the Temporary Tattoo Studio at its given location without the written permission of Preference L. Evans D.B.A. Art by Preference.

\_\_\_\_\_ - I agree that the Temporary Tattoo Studio has a NO REFUND policy on tattoos and/or retail sales and I will not ask for a refund for any reason whatsoever.

\_\_\_\_\_ - I agree to reimburse the Temporary Tattoo Studio for any attorneys' fees and costs incurred in any legal action I bring against the Temporary Tattoo Studio and in which the Artist of the Temporary Tattoo Studio is the prevailing party. I agree that the courts located in the County of Edgecombe within the State of North Carolina shall have jurisdiction and venue over me and shall have exclusive jurisdiction for the purposes of litigating any dispute arising out of or related to this agreement.

\_\_\_\_\_ - 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 grasp that I am signing a legal contract waiving certain rights to recover damages against the Temporary Tattoo Studio. If any provision, section, subsection, clause or phrase of this release is found to be unenforceable or invalid, that portion shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable portion had never been contained in this document. I hereby declare that I am of legal age (and have provided valid proof of age and identification) and am competent to sign this Agreement.

I HAVE READ THE AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

Signature \_\_\_\_\_ Print: \_\_\_\_\_

Address: \_\_\_\_\_ Date of Birth: \_\_\_/\_\_\_/\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Form of Identification: \_\_\_\_\_