

Le Luxe Brows by Lex

911 Southeast US Hwy. 19 • Crystal River, FL 34429
352-601-0783

Consent and Release Agreement for Permanent Cosmetic Procedure

Name of Releasor (client): _____ Age: _____ D.O.B.: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Alternate Phone: _____

Please list your emergency contact – Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Alternate Phone: _____

AGREEMENT

1. DESCRIPTION OF THE PROCEDURE

- A. This procedure will implant permanent color to the eyebrows, eyeliner, lips, or other desired area using pre-sterilized, 100% disposable SofTap® Hand Tools. These tools are made of plastic with surgical stainless steel needles on the end. They are used to gently tap permanent cosmetic pigment into the skin.

2. WHAT TO EXPECT FROM THIS PROCEDURE

- A. There may be minor swelling and/or irritation following this procedure. With proper care, healing should take place within 5-10 days, depending on the individual. See below for risks, the possibility of medical complications, and post treatment instructions.

3. 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 permanent cosmetic tattoo procedures 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**, which may or may not be desirable to the Releasor.
- B. Now, the Releasor having been fully and completely advised of all inherent risks, dangers, or complications which may arise from a permanent cosmetic tattoo procedure, voluntarily assumes any and all risks, dangers, or complications which may arise from 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 Years Old Yes No *If yes, the client must wait until at least 18 years of age to have permanent makeup, with the exception of areola procedures with a doctor's note and parental permission*
6. Using Accutane Yes No _____
7. Using Retin-A..... Yes No _____
8. Hemophiliac or other bleeding disorder..... Yes No _____
9. Pregnant or Nursing..... Yes No _____
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. Tuberculosis..... Yes No _____
18. Steriods Yes No _____
19. Chemical Peel..... Yes No _____
20. Using Glycolic Acid..... Yes No _____
21. Other Tattoos..... Yes No _____
22. Heart Condition..... Yes No _____
23. Allergies to **ANY**..... Yes No *medications or topical salves such as Bacitracin, Lanolin, Novacaine, Metals, Neosporin, Paba, Rubber Gloves, Latex, Lidocaine, Epinephrine, Tetracaine, Benzocaine? Are you allergic to antibiotics?*
Other _____
24. History of Medication Use Yes No If yes, please list _____
25. Taking any Medication now?
Including prescribed antibiotics prior to dental or surgical procedures?
 Yes No If yes, please list _____
26. Any other Diseases..... Yes No _____
27. Taking Blood Thinners..... Yes No *such as Aspirin, Coumadin, Alcohol or Ibuprofen?*
28. Do you like to get a tan..... Yes No _____
29. Are you tanned now..... Yes No _____
30. Using tanning products Yes No _____
31. Use a tanning bed..... Yes No _____
32. Any surgeries..... Yes No _____
33. Plan cosmetic surgery Yes No _____
34. Under doctors care now.... Yes No _____
35. Trichotillomania Yes No *(compulsively pulls our lashes, brows, and other hair which grows out of the body)*
36. Brow or Lash Tinting Yes No _____
37. 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.*
38. Alopecia Yes No Which kind? _____
39. Amyloidosis (autoimmune). Yes No If yes, then you cannot receive permanent makeup
40. Optical Herpes..... Yes No If yes, then you cannot receive permanent eyeliner
41. Mitral Valve Prolapse Yes No _____
42. Cardiac Valve Disease..... Yes No If yes, then you cannot receive permanent makeup

4. **PATCH TEST WAIVER**

The Releasor acknowledges that the manufacturer of the pigment to be applied requires spot testing and specifically disclaims any responsibility for any adverse reaction to applied pigments. The Releasor understands spot testing may identify individuals who develop an immediate allergic reaction to pigment; however, spot testing does not identify individuals who may have a delayed allergic reaction to pigment. **I agree to (initial one):**

_____ **Waive patch test** and I agree to release the owner of this establishment, assistants, artists, and pigment manufacturer(s) from any and all liability related to allergic reaction or any other reaction to applied pigments.

_____ **Take a 6-week patch test** prior to the permanent cosmetic facial tattoo procedure. I agree to release the owner of this establishment, assistants, artists, and pigment manufacturer(s) from any and all liability related to allergic reaction or any other reaction to applied pigments.

- A. 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-repigmentation, and/or beauty mark permanent cosmetic procedure(s).
- B. The Releasor agrees that in the event of a controversy between the Releasor and the Releasee involving a claim in court, the parties shall resolve their dispute through small claims court.
- C. 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.
- D. 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 prevent infection.
- E. The Releasor understands that follow up procedures may be required.

5. **CONSENT TO PERMANENT COSMETIC PROCEDURE**

The Releasor fully and voluntarily consents to have the Releasee 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 Releasee has reviewed the medical history of the Releasor and has answered all of the Releasor's questions satisfactorily.

1. **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, 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 posts-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 into 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 an 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 the Releasor should not drive for at least eight (8) hours or at least have someone accompany them 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 Releaseor 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) may contain inert oxides. The Releasor agrees to inform the MRI technician of these circumstances. One out of 1000 people may be sensitive to any MRI. Further information is available at 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, this substance 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.

The Releasor, having read and been verbally told of all of the above Recitals by the Releasee, nevertheless, desires to have the permanent cosmetic facial tattoo procedure(s) performed by that Releasee and is willing to enter into this agreement. The Releasor has been given an opportunity to ask questions about the procedures and the implements to be used and the risks and hazards involved and believes that he/she has sufficient information to give this informed consent.