

RELEASE AND WAIVER OF LIABILITY

I AM AWARE AND UNDERSTAND THAT PERMANENT JEWELRY REQUIRES THE PROCEDURE OF WELDING JEWELRY AND SUCH PROCEDURE IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, PAIN, SUFFERING, DISABILITY, DEATH, PROPERTY DAMAGE AND/OR FINANCIAL LOSS. I AM ALSO AWARE OF THE CONTAGIOUS NATURE OF COVID-19 AND OTHER INFECTIOUS DISEASES (COLLECTIVELY, THE "DISEASE") AND THE RISK THAT I MAY BE EXPOSED TO OR CONTRACT THE DISEASE BY BEING ON THE PREMISES OF SANCTUARY ESTHETICS AND ENGAGING IN OR WHILE UNDERGOING THE PROCEDURE TO OBTAIN PERMANENT JEWELRY, WHICH MAY RESULT IN ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THESE RISKS, AND ANY INJURIES I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF SANCTUARY ESTHETICS OR TEN AIR STUDIOS, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR FIRST AID RESPONSE OF SANCTUARY ESTHETICS OR TEN AIR STUDIOS. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN AND DESIRE TO OBTAIN PERMANENT JEWELRY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING FROM MY PARTICIPATION IN THE PROCEDURE TO OBTAIN PERMANENT JEWELRY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF SANCTUARY ESTHETICS/TEN AIR STUDIOS OR OTHERWISE.

I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST SANCTUARY ESTHETICS OR TEN AIR STUDIOS AND ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF PERSONAL OR PSYCHOLOGICAL INJURY, ILLNESS, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, OR FINANCIAL LOSS ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE PROCEDURE TO OBTAIN PERMANENT JEWELRY, WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF SANCTUARY ESTHETICS/TEN AIR STUDIOS OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST SANCTUARY ESTHETICS/TEN AIR STUDIOS OR ANY OTHER RELEASEE AND FOREVER RELEASE AND DISCHARGE SANCTUARY ESTHETICS/TEN AIR STUDIOS AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

(initial) _____ 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 procedure necessary to obtain permanent jewelry (hereinafter referred to as "the Activity"). I confirm that I **do not have a pacemaker**. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity while on the premises of Sanctuary Esthetics or participating in the Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions of Sanctuary Esthetics/Ten Air Studios at all times while on the premises or during the Activity. If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity. I acknowledge that Sanctuary Esthetics/Ten Air Studios is relying on these statements to allow me to participate in the Activity.

(initial) _____ I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the procedure to obtain permanent jewelry. I understand and agree that I am solely responsible for all costs of such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless Sanctuary Esthetics and Ten Air Studios from any claim based on such treatment or other medical services.

(initial) _____ This Release constitutes the sole and entire agreement of Sanctuary Esthetics and Ten Air Studios 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 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 Sanctuary Esthetics/Ten Air Studios and me and their respective 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 Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the State of Pennsylvania or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts in Pennsylvania. I hereby consent to the exclusive jurisdiction of such courts.

-All of my questions regarding permanent jewelry have been answered by Sanctuary/Ten Air Studios to my satisfaction.

-I understand that all Ten Air Studios permanent jewelry is final sale.

-I understand that this jewelry can break, misform and/or stretch if pulled or caught and that this is the liability of the wearer, not Sanctuary/Ten Air Studios.

-I understand that I risk injury if permanent jewelry catches on objects or snags sharply, particularly thicker chains which may not break under pressure.

-I understand that this permanent jewelry can easily be removed.

-I affirm that I do not have a pacemaker, a sensitivity or allergy to silver or gold, or have any other condition that might make this permanent jewelry experience unsafe.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SANCTUARY ESTHETICS OR TEN AIR STUDIOS.

Signed: _____

Address: _____

Printed Name: _____

Date: _____

[Parents or Legal Guardians must complete below]

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

Signed: _____

Address: _____

Printed Name: _____

Date: _____

Minor Name: _____

Date of Birth: _____

