



Parental Release and Indemnity Agreement
Participation by a Minor – Master Pierce FL - STORE

READ CAREFULLY BEFORE SIGNING

With respect to my child or ward (who is listed below) for whom I am guardian, I agree that in exchange for (type of piercing or service) at MP Global Jewelry LLC D/B/A Master Pierce, I agree and acknowledge as follows:

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

THIS IS A MULTI-PAGE FORM. READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN MP Global Jewelry LLC D/B/A Master Pierce, AND ITS RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUB-CONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES (COLLECTIVELY, THE "RELEASED PARTIES") USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BECOME INFECTED, SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASED PARTIES HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

PIERCING CUSTOMER RECORD (Please PRINT all information IN INK)

Name: (Last) (First) (Middle)
Address:
City, State, Zip: Telephone Number
Date of Birth: (Race; write out): (Sex):
Physician Name: Physician Telephone Number:
Emergency Contact Name: Emergency Contact Telephone Number:

List any allergies you have, including allergies to medications, and allergies to any topical solutions used by this piercing establishment: Do you have a history of bleeding disorders?

- The establishment must obtain a written notarized consent statement before piercing a minor. If the minor is under the age of 16, the minor also must be accompanied by a parent or legal guardian.
All customer records must be kept for at least two (2) years.

Customer's Initial Visit: Name:

Date: Body Part Pierced:

\*\*Customer expressly understands an inherent higher risk of infection including, but not limited to Pseudomonas aeruginosa, Staphylococcus aureus, and Streptococcus pyogenes when the upper portion of the ear is pierced. [initials here]

- Description of Jewelry Used:
Description of any Complications during Piercing Procedure:
Prior to my piercing, I received verbal and written information about the following and discussed it with my piercer or the establishment operator: 1) A brief description of my piercing procedure; 2) Any precautions for me to take before my piercing; 3) A description of the risks and possible consequences of piercing services; and 4) Instructions for care and restrictions following my piercing.

(Customer Signature) (Date)

(Piercer/Operator Signature) (Date)

Release of Liability: I agree, on behalf of my child or ward, to waive and release all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") associated with all risks which are Inherent to his or her participation in (type of piercing or service) or other activities conducted in conjunction therewith (which risks may include, among other things, personal injury, permanent scarring, permanent disfigurement, infection, cuts, lacerations, broken bones and death). Further on behalf of myself, I hereby release, covenant not to sue, and forever discharge the Released Parties identified on the initial page of this Agreement of and from all Claims arising in any manner out of or in any way connected with my child's or ward's participation in (type of piercing or service). [initials here]

(continued on reverse side)

**Indemnity/Insurance:** I agree to indemnify and hold each of the Released Parties identified on the initial page of this form harmless from and against any and all Claims arising out of or in any way connected with my child or ward's participation in \_\_\_\_\_ (type of piercing or service), wherever such activities may occur and whether suffered before, during or after such participation, including, but not limited to, all attorneys' fees and disbursements up through and including any appeal. I understand and agree that this indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), permanent disfigurement, scarring, infection, cuts, laceration, property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during or after participation in \_\_\_\_\_ (type of piercing or service). I agree that I am not relying on the Released Parties to have arranged for or carry any insurance of any kind for my benefit or that of my child or ward relative to my child's or ward's participation in \_\_\_\_\_ (type of piercing or service) and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property or other insurance related to my child or ward's participation \_\_\_\_\_ (type of piercing or service) at my own expense. \_\_\_\_ [initials here]

**Instructions, Restrictions and Guidelines:** I verify that certain instructions, restrictions and guidelines have been communicated to me by MP Global Jewelry LLC D/B/A Master Pierce for my child's or ward's personal safety and I agree to cause my child or ward to follow the instructions, restrictions, and guidelines. I understand that the failure by my child or ward to follow the instructions, restrictions, and guidelines may result in serious personal injury or death. \_\_\_\_ [initials here]

**Authorization for Medical Treatment:** I hereby authorize medical treatment for the minor child for whom I am guardian or otherwise responsible (who is listed below), at my cost, if the need arises, however I acknowledge that MP Global Jewelry LLC D/B/A Master Pierce shall have no duty, obligation or liability arising out of the provision of, or failure to provide medical treatment. \_\_\_\_ [initials here]

**Right of Publicity:** I further grant MP Global Jewelry LLC D/B/A Master Pierce the right to photograph, record and/or videotape my child or ward and further to display, edit, use and/or otherwise exploit my child's or ward's name, face, likeness, voice, and appearance, in all media, whether now known or hereafter devised, (including, without limitation, in computer or other device applications, online webcasts, television programming, motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, including, without limitation, without compensation, residual obligations, reservation or limitation, or further approval, and I agree to Indemnify and hold harmless MP Global Jewelry LLC D/B/A Master Pierce for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein. \_\_\_\_ [initials here]

**Governing Law, Venue:** This Agreement shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Agreement shall be commenced exclusively in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction), AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY. \_\_\_\_ [initials here]

**Guardian:**

By signing below, I certify that: (1) I have fully and completely read and understand this Parental Release and Indemnity Agreement; (2) I am 18 years of age or older; (3) I am the guardian of the minor child identified below; (4) the information set forth below pertaining to my child or ward is true and complete; and (5) I consent and agree to all of the foregoing on behalf of myself and my minor child or ward identified below.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print*

\_\_\_\_\_  
*Date*

**Minor Child Under 18 Years of Age:**

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

\_\_\_\_\_  
*Age*