

Tattoo Consent Waiver & Release Agreement



This document constitutes a legally binding agreement between the undersigned client (“Client”) and the tattoo artist and/or studio (“Artist”). It is intended to record informed consent, allocate risk, and define the respective rights, obligations, and liabilities of the parties. By signing this document, the Client acknowledges that they have read, understood, and agree to all terms contained herein.

Appointment Details

DEPOSIT TAKEN: YES NO **DEPOSIT AMOUNT:** **REMAINING AMOUNT:** **TOTAL AMOUNT:**

DATE: **VENUE LICENSE NUMBER:** **ARTIST LICENSE NUMBER:**

TIME: **VENUE ADDRESS:**

TATTOO PLACEMENT: **DESIGN DESCRIPTION:**

ANY TEXT, SCRIPT, SYMBOLS, NUMBERS OR LANGUAGE:

The Client acknowledges that the above description constitutes the agreed scope of work.

Client Details

FULL LEGAL NAME: **PREFERRED NAME:**

DOB: **PHONE NUMBER:** **EMAIL:**

ID TYPE: **ID NUMBER:**

ADDRESS:

Client Health Warranty

The Client warrants, represents, and agrees that:

1. All information provided in this form is true, accurate, and complete.
2. The Client has not withheld any information that may reasonably affect the safety or outcome of the procedure.
3. The Client understands that providing false or incomplete information may increase the risk of complications.

The Client further acknowledges that the Artist will rely on this information and that the Client assumes full responsibility for any consequences arising from inaccurate or incomplete disclosure.

Health Questionnaire

Have you consumed any drugs or alcohol within the last 48 hours?

Yes No

If yes, please provide details:

Have you consumed any food within the last 2 hours?

Yes No

Are you prone to fainting?

Yes No

Do you have any known allergies?

Yes No

If yes, please provide details:

Have you taken blood thinners within the last 24 hours? *(Including but not limited to Warfarin Aspirin and/or Alcohol)*

Yes No

Are you currently taking Accutane, Roaccutane and/or Tretinoin?

Yes No

Are you to the best of your knowledge pregnant and/or breastfeeding?

Yes No

Are you currently undergoing radiation therapy or chemotherapy treatment?

Yes No

Do you have any skin conditions? *(Including but not limited to sunburn, Psoriasis, Dermatitis and/or Eczema)*

Yes No

If yes, please provide details:

Do you have any cysts, boils, blisters, burns, warts and/or moles?

Yes No

If yes, please provide details:

Do you have any blood-borne viruses? *(Including but not limited to hepatitis B, hepatitis C and/or HIV)*

Yes No

If yes, please provide details:

Do you have any other medical conditions? *(Including but not limited to bacterial and/or fungal infections, parasites and/or autoimmune disorders)*

Yes No

Please provide any additional details:

Informed Consent & Assumption of Risk

The Client acknowledges, understands, and expressly agrees that:

1. Tattooing is an invasive procedure involving the penetration of the skin with needles.
2. The procedure carries inherent and unavoidable risks, including but not limited to infection, allergic reaction, scarring, keloid formation, bleeding, bruising, swelling, nerve irritation, and dissatisfaction with aesthetic outcome.
3. Such risks may occur even where the Artist has complied with all legal, professional, and hygiene standards.
4. The outcome of the tattoo is subject to individual biological factors including skin type, healing ability, immune response, and adherence to aftercare.
5. No guarantee or warranty, express or implied, has been made regarding the final appearance or longevity of the tattoo.

The Client voluntarily assumes all risks associated with the procedure.

Artist Obligations

The Artist agrees to:

1. Perform the procedure in accordance with the Public Health Act 1997 (Tasmania) and applicable regulations.
2. Use sterile instruments for all procedures involving skin penetration.
3. Use single-use disposable needles and materials where required.
4. Take reasonable steps to maintain hygiene, infection control, and prevention of cross-contamination.
5. Confirm verbally prior to commencement:
 - That needles are sterile, single-use, and within expiry date
 - The agreed design, placement, size, and spelling
6. Perform the tattoo in a manner consistent with the agreed design.
7. Provide opportunities for the client to ask questions and to the best of their ability provide answers.

The Artist is required to comply with all applicable legal and professional standards in performing the procedure; however, the Client acknowledges that such compliance does not guarantee any particular aesthetic or healing outcome.

Client Responsibility for Design and Content

The Client expressly acknowledges and agrees that:

1. The Client has reviewed, approved, and authorised the final design in all respects prior to the procedure.
2. This includes, without limitation, all spelling, grammar, dates, symbols, translations, and meanings.
3. The Artist is not responsible for any errors in text, translation, or interpretation once approved by the Client.
4. The Client accepts full and sole responsibility for the accuracy and appropriateness of the design.

Client Responsibility for Aftercare

The Client acknowledges and agrees that:

1. Aftercare instructions have been provided and explained.
2. The Client is solely responsible for following all aftercare instructions.
3. Failure to follow aftercare instructions may result in infection, poor healing, or unsatisfactory results.
4. The Artist is not responsible for outcomes arising from improper aftercare.

Comprehensive Liability Waiver & Release

To the fullest extent permitted by law, the Client agrees as follows:

1. The Client releases and discharges the Artist from any and all liability, claims, demands, damages, costs, or expenses arising out of or in connection with the tattoo procedure.
2. This release includes, without limitation:
 - o Infection
 - o Allergic reactions
 - o Skin reactions
 - o Scarring or keloids
 - o Dissatisfaction with appearance
 - o Fading, distortion, or migration of ink
 - o Nerve damage
3. The Client acknowledges that such outcomes may occur despite compliance with all legal and hygiene standards.
4. This release does not apply only where liability arises directly from proven negligence or breach of statutory duty by the Artist.
5. The burden of proving such negligence rests with the Client.

Payment Terms

The Client agrees that:

1. The total price for the procedure is as stated in this document.
2. The Client is legally obligated to pay the full agreed amount on the date specified in this form, prior to vacating the premises.
3. Payment is required regardless of personal satisfaction, provided the tattoo performed is consistent with the agreed design and scope.
4. Deposits are non-refundable except where required by law or agreed in writing.

Legal Acknowledgment

The Client acknowledges that:

1. This document constitutes a legally binding agreement.
2. The Client has read and understood all terms.
3. The Client has had the opportunity to seek independent advice.
4. The Client enters into this agreement voluntarily and without coercion.

Additional Terms

INDEMNITY

The Client agrees to indemnify and hold harmless the Artist and studio from and against any and all claims, demands, damages, liabilities, costs, and expenses (including legal costs on a full indemnity basis) arising out of or in connection with:

1. Any breach of this agreement by the Client;
2. Any inaccurate or incomplete information provided by the Client;
3. The Client's failure to follow aftercare instructions;
4. Any claim brought by the Client or a third party arising from the tattoo procedure, except where such claim is the direct result of proven negligence or breach of statutory duty by the Artist.

JURISDICTION

This agreement is governed by the laws of Tasmania, Australia. The parties submit to the exclusive jurisdiction of the courts of Tasmania in relation to any dispute arising out of or in connection with this agreement.

PHOTOGRAPHY & MEDIA CONSENT

- I **DO** consent to the Artist and/or studio taking photographs or videos of the tattoo and using such images for portfolio, promotional, educational, and social media purposes.
- I **DO NOT** consent to the use of images of my tattoo.

The Client acknowledges that no identifying personal information will be disclosed without separate consent.

TOUCH-UP POLICY

The Client acknowledges and agrees that:

1. Due to the nature of tattooing and individual healing, touch-ups may be required.
2. Touch-ups are not included unless expressly stated by the Artist.
3. Any entitlement to a free or discounted touch-up is at the sole discretion of the Artist and may be subject to conditions, including adherence to aftercare instructions and time limits.
4. The Artist is not responsible for touch-ups required due to poor aftercare, skin conditions, or other factors outside the Artist's control.

TOPICAL ANAESTHETIC (NUMBING PRODUCTS)

The Client acknowledges and agrees that:

1. The use of topical anaesthetic products (including numbing creams or sprays) carries inherent risks, including allergic reactions, skin irritation, chemical burns, and delayed healing.
2. The Client is responsible for disclosing any allergies, sensitivities, or relevant medical conditions and accepts all consequences arising from incomplete disclosure.
3. The Client elects to use any numbing product, whether self-supplied or applied during the procedure, at their own risk.
4. The Artist is not responsible for any adverse reaction, injury, or complication arising from the use of numbing products, except where caused by proven negligence or breach of statutory duty.

CLIENT FULL LEGAL NAME:

CLIENT SIGNATURE:

DATE:

ARTIST LEGAL NAME:

ARTIST SIGNATURE:

DATE: