

# Bling & Blade

## Tooth Gem Consent, Release of liability, and waiver of ALL claims

Please read the following and initial each provision on the line provided to show that you understand and agree to the provision. In consideration of both (a) receiving a tooth gem, gold charm, or similar tooth gem product from the tooth gem technician and (b) the use of facilities provided by Bling & Blade and its employees, you agree to the following:

- 1) I \_\_\_\_\_ (print your name) certify that this informed consent, and waiver form was completed by me and that I understand all the questions, terms and conditions, and all entries in it and information are true and complete to the best of my knowledge. I agree to observe and obey all posted, written, and oral rules and warnings, including the materials used by **Bling & Blade**. \_\_\_\_ (Initials)
- 2) I agree to waive and release to the fullest extent permitted by applicable state law each of the tooth gem technician, all employees, contractors, and the management of the studio from all liability whatsoever, for 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 or consequential damages, which result or arise from the application of, or accidental swallowing of tooth gems, weather caused by the negligence or fault of the tooth gem technician. \_\_\_\_ (Initials)
- 3) I am 16 years or over \_\_\_\_ (Initials)
- 4) I understand that the application of tooth gems and products does not include any drilling into the tooth or breaking skin and may cause marks or discoloration of my teeth. \_\_\_\_ (Initials)
- 5) I understand that the application process of tooth gems may affect my tooth enamel, and I have been given the opportunity to talk about the risks associated with my tooth gem products with my tooth gem technician and dentist. \_\_\_\_ (Initials)
- 6) I understand that the bonding agent used to apply my tooth gem may affect my teeth, and that I have been given the opportunity to talk about the risks with my Tooth gem technician and my dentist. \_\_\_\_ (Initials)
- 7) I understand and agree that the tooth gem application procedure is semi permanent and there is no guaranteed amount of time the products will remain on my teeth \_\_\_\_ (Initials)
- 8) I understand that certain tooth gems may fall off for any or no reason after applying the gems to my teeth. I understand and agree that **Bling & Blade** is not responsible for replacing or substituting any products, including any gems, diamonds, or gold charm, if my tooth gem falls off. \_\_\_\_ (Initials)
- 9) I understand that I should continue to see a dentist regularly to maintain proper oral health and hygiene for my teeth. \_\_\_\_ (Initials)
- 10) I have been advised that I should contact a dentist to remove all residues from the bonding agent from my tooth if my tooth gem falls off or I wish to remove it. \_\_\_\_ (Initials)

- 11) I understand and will follow the aftercare instructions given to me by the tooth gem Technician to insure the longevity of my tooth gem. \_\_\_\_ (Initials)
- 12) I have been advised to not bleach or perform blue light whitening procedures on my teeth because such procedures may affect the bonding agent used to apply my tooth gem and the tooth gem itself. \_\_\_\_ (Initials)
- 13) I agree to indemnify and defend the studio and **Bling & Blade** owners, representatives, employees, contractors and agents, against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from use of, or presence upon the facilities of the studio. \_\_\_\_ (Initials)
- 14) I hereby authorize my technician and the studio to take photographs and use my likeness in a photograph or video for its promotional materials and publications print and digital. I understand and agree that all rights of this photograph of me belong to **Bling & Blade**. If you do not authorize permission to take and use your photos you must NOT initial here. \_\_\_\_ (Initials)
- 15) The invalidity or unenforceability of any provision of this release of liability should not have any effect on any other provision of this release of liability or of any other application of such provision, and such unenforceable provision that shall be deemed not to be a part of this Release of Liability. \_\_\_\_ (Initials)
- 16) The parties will attempt to resolve any dispute arising out of or relating to this release of liability through friendly negotiations. If the matter is not resolved the parties agree to mediation. \_\_\_\_ (Initials)

I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE OF LIABILITY, I VOLUNTARILY SURRENDER CERTAIN RIGHTS. **BLING & BLADE** IS NOT RESPONSIBLE FOR ANY DAMAGE CAUSED BY TOOTH GEM APPLICATION.

Printed name: \_\_\_\_\_ email: \_\_\_\_\_

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

Date: \_\_\_\_\_ Phone # \_\_\_\_\_

*\*For studio use only:*

Size, shape, color, tooth # :

Crystal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Gold Charm: \_\_\_\_\_

Form of payment: \_\_\_\_\_