

Lash Extension Waiver

I _____ authorize Menifée Tan and Lash, a licensed cosmetologist in the state of California, hereinafter collectively referred to as Maxine Dunn, to perform semi-permanent eyelash extension procedures.

_____ I understand this procedure requires individual synthetic/non-synthetic eyelashes to be glued to my own natural lashes. I understand it is my responsibility to remain still during the application and to keep my eyes closed during the entire process until otherwise advised.

_____ I acknowledge that MAXINE DUNN has explained to me the methods and procedures concerning the application of semi-permanent eyelash extension application and that there are certain complications and risks inherent both in the application process and in wearing semi-permanent lashes. These risks may include, but are not limited to, temporary eyelash loss as the result of improper post application care, transient eye redness and irritation, and or an allergic reaction to the adhesive, under eye gel patches and or other products used during the procedure.

_____ I hereby consent to the procedure at my own risk. If at any time, I am uncomfortable with the eyelash extension procedure, I will inform MAXINE DUNN and she will use good faith efforts to rectify the problem, including ending the session if I or MAXINE DUNN wish. If MAXINE DUNN is uncomfortable applying lashes to me, she will discuss her concerns with me and may end the session if necessary. I acknowledge that I have received no guarantees, warranties, promises, and or commitments regarding the application process or the products used or applied therein or other statements as to the results of this service.

_____ I have revealed and or disclosed on the Client Registration Application Prep, and Eyelash Medical History forms all conditions and circumstances regarding my health and health history, medications being taken and any past reactions to products used or medications taken. Additional conditions could occur or be discovered during or after the procedure, which could affect my ability to tolerate the procedure.

_____ I understand that the duration of my eyelash extensions requires my careful maintenance. Including but not limited to NOT sleeping on my face or eyelashes. No pulling or playing with my lash extensions. No use of mascara or makeup on my lash extensions or eyelash area, unless specifically made for use with lash extensions. No oils or creams on or around the lash extensions or eyes.

_____ I understand that it takes 24 hours for the adhesive to cure thoroughly and avoiding contact with direct excessive moisture for longer than a minute within the initial 24 hours post application, i.e. water, SWEAT, STEAM or TEARS to eliminate the risk of interference with this curing process, which may result in a weaker bond, premature lash extension loss, and or irritation.

_____ I also understand after the first 24 hours post application, if I participate in any of the following or any other activities that may interfere with the lashes I may experience premature loss of the lash extensions, i.e. Exercising, excessive swimming, sauna use, steam rooms, and or pulling on lashes, using oil based or waterproof cosmetics, and or using mechanical curlers or crimping lashes in any way.

_____ I understand that failure to follow these instructions may cause irritation, reaction, eyelash loss, and other side effects described in this form.

_____ I understand that the eyelash extension application risks and the post application care and maintenance described herein apply equally to initial eyelash and subsequent touch up applications.

_____ I, THE UNDERSIGNED, HEREBY FULLY RELEASE, WAIVE, COVENANT NOT TO SUE, AGREE TO HOLD HARMLESS, AND FOREVER DISCHARGE MAXINE DUNN, AND MENIFEE TAN AND LASH, from any and all liabilities, demands, claims, losses, injuries, or damages, including court costs and attorney's fees and expenses, of any kind arising out of, or relating to, the application of semi-permanent eyelash extension products, EVEN IF, THOUGH CAUSED IN WHOLE OR IN PART BY A PRE EXISTING DEFECT, THE NEGLIGENCE, WHETHER SOLE, JOINT, OR CONCURRENT, GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF MAXINE DUNN. IT IS MY EXPRESS INTENT THAT THE ABOVE RELEASE INCLUDES THE RELEASE OF MAXINE DUNN FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE.

It is also my express intent that this Waiver and Release Form shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of CALIFORNIA..

_____ I further agree that, should I choose to seek the advice of an attorney regarding said release, I will be responsible for any and all costs of legal services that I incur. I agree that this release shall be in contemplation of any possible damages, either known or unknown at the signing of this Waiver and Release form, and said damages are specifically waived following the signing of this waiver and release form. I further agree that in the event that any dispute that arises out of, or relating to, the application of semi-permanent eyelash extension products and or terms of this Waiver & Release between me, or anyone acting on my behalf, MENIFEE TAN AND LASH and or anyone affiliated with MENIFEE TAN AND LASH shall be resolved by binding arbitration. The exclusive venue for arbitration against MENIFEE TAN AND LASH shall be the Riverside county, California.. _____ I agree that I will be responsible for and will pay all court costs, arbitration costs, attorney fees and expenses, and other associated costs incurred by MENIFEE TAN AND LASH AND MAXINE DUNN, in seeking enforcement of this Waiver & Release.

_____ I further release MAXINE DUNN and MENIFEE TAN AND LASH from any responsibility for preexisting conditions I have not revealed, or any consequential change to those conditions that arises subsequent to the procedure. I understand that I am responsible for any medical treatment I may need to receive as a result of getting this procedure. I accept full responsibility for these and any other complications, which may arise or result during or following the eyelash extension procedures, which are to be performed at my request.

_____ I, the undersigned client, certify that I have read, had explained to me and fully understand the above Waiver and Release form and am signing it voluntarily as my own free act and deed. I certify that I have consulted with a stylist and have read all applicable literature given to me. I have completed the Client Registration Application Prep, and Eyelash Medical History forms to the best of my knowledge. I accept the explanation of potential complications and risks described herein. I certify I am of sound mind and I am fully capable of executing this Waiver and Release form for myself. No oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made.

I, the undersigned client, acknowledge and fully understand that there might be other known risks not reasonable foreseeable at this time. I, undersigned client, acknowledge that I have read and agree to the provisions, terms, and conditions provided in this Waiver and Release Form. I agree to assume all risks of injury associated with eyelash extension application, and agree to hold harmless the MAXINE DUNN and, MENIFEE TAN AND LASH, MAXIMUM BRONZE.

I, the undersigned client, hereby give, MAXINE DUNN, MENIFEE TAN AND LASH, MAXIMUM BRONZE the absolute right and unrestricted permission to take, use, and display photogenic images of me, through any form of media, print, digital, electronic, broadcast, or otherwise, at any location for art, advertising, media release news articles, marketing, publicity, archival, or any other lawful purpose. I waive any right to royalties or other compensation arising from or related to the use of photogenic images of me. I release and agree to hold harmless, MAXINE DUNN, MENIFEE TAN AND LASH, MAXIMUM BRONZE and its employees, associates and representatives from any liability in connection to taking or using said images. Eyelash Extension Agreement & Consent Form

By CLIENT

Name: _____

Signature: _____

Date: _____