



FOREVER MINE JEWELRY

Permanent Jewelry | Perfectly Bonded

735 Hillview Road, Palmer Lake, CO 80133 | 719-684-6572 | Danny@ForeverMineJewelry.Fashion

PERMANENT JEWELRY LIABILITY WAIVER & RELEASE

Client Name: _____

Date: _____

Phone: _____

Email: _____

1. ACKNOWLEDGMENT OF SERVICE

I voluntarily request and consent to receive permanent jewelry services from Forever Mine Jewelry (the Business). I understand that permanent jewelry involves the custom fitting and welding of a chain directly onto my body without a traditional clasp, and that a small weld is made close to my skin.

2. ASSUMPTION OF RISK

I understand that permanent jewelry services involve risks, including but not limited to:

- Minor burns, redness, skin irritation, or discomfort from the welding spark, which is created close to the skin.
- Allergic reactions or sensitivity to the metals or materials used.
- Infection, scarring, or skin reactions, including from improper aftercare.
- Damage to clothing or personal property.
- Injury from snagging, pulling, misuse, or accidental catching of the jewelry after application.
- The jewelry has no clasp and may need to be cut to remove it, including before certain medical procedures or MRIs. Removal, and any related cost or effect, is my responsibility and not the Business's.

I voluntarily accept and assume all risks associated with receiving permanent jewelry services, whether or not listed above.

3. MEDICAL CONDITIONS

I certify that:

- I do not have a pacemaker or other implanted medical device that could be affected by the welding process.
- I have disclosed any known allergies or medical conditions that may affect this service.
- I am not under the influence of alcohol or drugs.

I understand it is my responsibility to consult a medical professional if I have any concern about my suitability for this service.

4. AFTERCARE RESPONSIBILITY

Proper care of my permanent jewelry is my responsibility. I agree to follow all aftercare instructions provided by the Business.

5. LOST, STOLEN, OR DAMAGED JEWELRY

I understand and agree that the Business is not responsible for any lost, stolen, broken, stretched, damaged, or misplaced jewelry after I leave the appointment.

6. WELDING WARRANTY AND MEDICAL RE-WELD

The Business offers a welding guarantee for 30 days following the original appointment. This guarantee applies only to re-welding the original jewelry and does not cover lost or damaged chains, charms, theft, or negligence.

As a courtesy, if your jewelry must be cut for a medical procedure or imaging such as an MRI, the Business will re-weld your original chain at no charge when you bring the original chain to the studio. This courtesy covers re-welding only and does not include replacement of lost, damaged, or shortened chains or charms.

7. RELEASE OF LIABILITY

In consideration of receiving permanent jewelry services, I release, waive, and discharge Forever Mine Jewelry and its owner, employees, contractors, and representatives from any and all claims, demands, damages, causes of action, and liabilities arising out of or relating to the services, **INCLUDING CLAIMS BASED ON THE BUSINESS'S ORDINARY NEGLIGENCE**. This release does not apply to gross negligence or willful and wanton misconduct. I also agree not to bring any released claim.

8. PARENT OR GUARDIAN CONSENT (FOR A CLIENT UNDER 18)

If the client is under 18, a parent or legal guardian must read and sign this waiver. By signing, I confirm I am the parent or legal guardian with authority to sign for the minor named below. To the fullest extent allowed by Colorado law, including C.R.S. 13-22-107, I agree to this waiver on the minor's behalf, I release the Business from claims based on ordinary negligence arising from the services provided to the minor, and I agree to indemnify and hold the Business harmless from claims brought by or for the minor. This does not apply to gross negligence or willful and wanton misconduct.

Minor's Full Name: _____

9. PHOTOGRAPHY RELEASE (OPTIONAL)

☐ I authorize the Business to take and use photographs or videos of my jewelry for promotional, marketing, and social media purposes.

☐ I do not authorize the use of photographs or videos.

10. GOVERNING LAW AND VENUE

This waiver is governed by the laws of the State of Colorado. Any dispute arising from it or the services will be brought only in the state courts located in Colorado that serve the Business's location.

11. SEVERABILITY

If any part of this waiver is found unenforceable, the remaining parts remain in full force and effect.

12. ELECTRONIC SIGNATURE AND RECORDS CONSENT

I agree that signing this waiver electronically, by typing or drawing my signature, is valid and legally binding under the federal ESIGN Act and the Colorado Uniform Electronic Transactions Act. I consent to receive and sign this record electronically and agree that an electronic or scanned copy is as valid as an original.

13. ACKNOWLEDGMENT

I have read this waiver in full, I understand it, I have had the opportunity to ask questions, and I voluntarily agree to its terms. I certify that I am at least 18 years of age, or that a parent or legal guardian is signing on my behalf.

Client Signature:	Print Name:	Date:
_____	_____	_____
Parent/Guardian:	Print Name:	Date:
_____	_____	_____
Relationship to minor:		
