

Permanent Makeup Consent Form

Name: _____ DOB _____

Phone: (_____) _____

E-mail: _____

Organic permanent makeup description

Micro pigmentation is the process of placing pigment into the skin. These pigments will last a few years but not indefinitely, depending on your skin tone and the intensity of the pigment color that is used. Lighter skin tones will not hold the color as long as darker skin tones and may require an occasional touch-up to prolong the results of the procedure. Initially the color will appear much more vibrant or darker compared to the end result. Usually within 5- 7 days the color will fade 10-50%, soften and look more natural. Touch-ups are usually required, however, for optimal results. Pigments for this are not under the jurisdiction of the FDA and therefore, are not FDA “approved.”

Possible risks, hazards or complications

- Pain: There can be pain even after the topical anesthetic has been used. Anesthetics work better on some people than others. Lip procedures are more likely to involve some pain.
- Infection: Infection is very unusual. The areas treated must be kept clean and only freshly cleaned hands should touch the areas. See “After Care” sheet for instructions on care.
- Uneven Pigmentation: This can result from poor healing, infection, bleeding or many other causes. Your follow up appointment will likely correct any uneven appearance.
- Asymmetry: Every effort will be made to avoid asymmetry but our faces are not symmetrical so adjustments may be needed during the follow up session to correct any unevenness.
- Excessive Swelling or Bruising: Some people bruise and swell more than others. Ice packs may help and the bruising and swelling typically disappears with 1-5 days. Some people don’t bruise or swell at all.
- Eye Exposure: There is a small risk of eye injury when an eyeliner procedure is performed. To avoid corneal abrasion, Celluvisc, a thick eye drop is used to protect the eye prior to the procedure. Eye drops are used to cleanse and flush the eye after the procedure is complete.
- Anesthesia: Topical anesthetics are used to numb the area to be treated. Lidocaine, Prilocaine, Benzocaine, Tetracaine and Epinephrine in a cream or gel form are typically used. If you are allergic to any of these please inform us now.
- Fever Blisters: If you are prone to cold sores or fever blisters, (herpes simplex), there is a high probability that you will get them. It is advised that you call your doctor for a prescription anti-viral to help prevent this from occurring.
- Allergic Reaction: There is a small possibility of an allergic reaction.

Post Procedure Information you must understand

•Swelling, itching, scabbing, light bruising, dryness, or tightness: Ice packs are a nice relief for swelling and bruising. I may recommend lubricant if I see you need it for 1-2 days following your procedure.

•Too dark and slightly uneven appearance: After 2-7 days, the darkness will fade and once swelling dissipates unevenness usually disappears. If they are too dark or still a bit uneven after 4 weeks, then we will make adjustments during the touch up appointment.

•Color change or color loss: As the procedure area heals over the subsequent 4 weeks, the color will lighten and sometimes seem to disappear. This is all normally addressed during the touch up appointment. The procedure area has to be completely healed before we can add pigment and make our final corrections. This takes at least four weeks. This is why touch ups are necessary.

•Needing a touch up months or years later: A touch up may be needed 2 to 5 years after the initial procedure depending on your skin, medications and sun exposure.

Please read and initial all lines below

_____ Aftercare instructions have been explained to me and a written copy will be given to me to retain in my possession, which I will follow to the best of my ability. If I have questions I will call or email you.

_____ I understand that a certain amount of discomfort is associated with this procedure and that swelling, redness and bruising may occur.

_____ Fever blisters may occur in lip procedures in individuals who have the herpes simplex virus and it is my responsibility to obtain a prescription from my doctor for an anti-viral medication to help avoid it

_____ I understand that Retin A, Renova, Alpha Hydroxy and Glycolic Acids must not be used on the treated areas. They will alter the color.

_____ I understand that sun, tanning beds, pools, some skin care products and medications can affect my permanent makeup result.

_____ I understand that successful lip color saturation can NOT be guaranteed due to hidden scar tissue.

_____ I accept the responsibility to explain to you my desire for specific colors, shape, and position for any procedure done today.

_____ I understand that implanted pigment color can slightly change or fade over time due to circumstances beyond your control and I will need to maintain the color with future applications and a touch up session within 60 days.

_____ I acknowledge that the proposed procedure(s) involve risks inherent in the procedure and have possibilities of complications during and/or following the procedures such as: infection, misplaced pigment, poor color retention and hyper-pigmentation.

_____ I certify that I have read or have had read to me the contents of this form. I understand the risks and alternatives involved in this procedure(s) and I have had the opportunity to ask questions and all of my questions have been answered. I acknowledge that I have reviewed and approved the material given to me and I authorize OPM to perform on my body the Permanent Makeup procedure.

_____ I understand the permanent skin pigmentation procedure carries with it known and unknown complications and consequences associated with this type of cosmetic procedure, including but not limited to infection, allergic reaction, scarring, inconsistent color, and spreading, fanning, or fading pigments. There is not a 100% guarantee pigment will hold after camouflaging or correcting. Although Julia Kuzmenko specializes in state of the art techniques, I understand that actual color of the pigment may be modified slightly, due to the tone and color of my skin. I understand that this procedure is an art, not an exact science.

_____ I have received post procedure instructions and I will strictly adhere to such instructions. I understand that my **failure to follow after care instructions may result in infections, pigment loss or discoloration, and may result in loss of pigment or an undesirable result.**

_____ I verify that that I am not currently pregnant or nursing.

_____ **ACKNOWLEDGEMENT:** I have read, understand, and accept the nature, risk, and possible complications of permanent skin pigmentation. My questions regarding the organic permanent makeup procedure have been answered satisfactorily. I hereby release Julia Kuzmenko from all liabilities associated with the above indicated procedure.

Photography Release Consent

_____ I understand that taking before and after photographs of me is a condition of such procedure, required by the technician.

_____ I grant permission for the use of photographs or electronic media images taken of me to be used for educational or promotional purposes.

Please read and initial the following when completed:

_____ Aftercare instructions (separate sheet) have been explained to me and a written copy will be given to me, which I will follow to the best of my ability; if I have questions I will call or email.

Client (signature) _____ Date: _____

Technician (signature): _____ Date: _____

Procedure(s): _____

ARBITRATION AGREEMENT

(to keep disputes out of the court)

Article 1. Dispute Resolution

I agree to resolve any claim for medical malpractice by the dispute resolution process described in this Agreement. Under this Agreement, you can pursue your claim and seek damages, but you are waiving your right to have it decided by a judge or jury (in the expensive court system):

Article 2. Dispute Resolution Options

- A. Methods Available for Dispute Resolution. I agree to resolve any claim by: a. Working directly with each other to try and find a solution that resolves the claim; OR b. Using non-binding mediation (each of us will bear one-half the costs); OR c. Using binding arbitration as described in this Agreement. You may choose to use any or all of these methods to resolve your Claim.
- B. Legal Counsel. Each of us may choose to be represented by legal counsel during any of the stage of the dispute resolution process, but each of us will pay the fees and costs of our own attorney.
- C. Arbitration-Final Resolution. If working with the Provider or using non-binding mediation does not resolve your Claim, we agree that your claim will be resolved through binding arbitration. We both agree that the decision reached in binding arbitration will be final.

Article 3. How to Arbitrate a Claim

- A. Notice. Send (by certified mail) a written notice to the Provider that briefly describes the nature of your Claim.
- B. Arbitrators. Within 30 days of receiving the Notice, the Provider will contact you. If you and the provider cannot resolve the Claim by working together or through mediation, we will start the process of choosing arbitrators.
- C. Arbitration Expenses. You will pay the fees and costs of the arbitrator you appoint and the Provider(s) will pay the fees and costs of the arbitrator the Provider(s) appoints. Each of us will also pay on-half of the fees and expenses of the Jointly- Selected Arbitrator and any other expenses of the arbitration panel.
- D. Final and Binding Decision. A majority of the three arbitrators will make a final decision on the claim. The decision shall be consistent with the California Arbitration Act.

Article 4. Venue/Governing Law

The arbitration hearings (without pre-litigation hearings) will be held in a place agreed to by the parties, and if they cannot agree then hearings will be held in San Diego, CA, which will be private and kept confidential.

Article 5. Term

This Agreement is binding on both of us for one year from the date you sign it unless you rescind it. If it is not rescinded, it will automatically renew yearly unless either party notifies the other in writing to terminate it.

Article 6. Acknowledgement of Written Explanation of Arbitration

I understand that following: I can obtain a written explanation of the terms of this Agreement; I have the right to ask questions and have my questions answered; any Claim I might have must be resolved through the dispute resolution process described in this Agreement instead of having them heard by a judge or jury; I can decline to enter into this Agreement and still receive health care; I can rescind this Agreement within 10 days.

Accept (Signature): _____ Date _____

--OR--

Decline (Signature): _____ Date _____