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### RELEASE OF LIABILITY/WAIVER OF CLAIMS

Claire's Boutiques, Inc., ("Claire's"), ear piercing systems provide a safe, hygienic ear piercing. However, improper care of newly pierced ears on my part, or other causes, can lead to problems over which Claire's has no control.

I, the undersigned, acknowledge that I am aware that ear piercing carries some risks. These risks include, but are not limited to, infection, metal sensitivity, allergic reactions, inflammation, embeddings, scarring, fainting and other complications.

I FURTHER UNDERSTAND THAT EAR PIERCING OF THE CARTILAGE CARRIES A GREATER RISK OF REDNESS, SWELLING, LOCAL AND SYSTEMIC INFECTION, PERMANENT SCARRING, THE POTENTIAL OF CARTILAGE DEFORMITY, AND MAY TAKE SUBSTANTIALLY LONGER TO HEAL. SOME INFECTIONS MAY BE CAUSED BY PSEUDOMONAS AERUGINOSA OR OTHER ANTIBIOTIC RESISTANT BACTERIA.

I understand that any employee of Claire's, when performing an ear piercing, does not act in the capacity of a medical professional. The recommendations made by any employee of Claire's are just recommendations. They are not to be construed as or taken in lieu of advice from a medical professional.

I voluntarily agree to this ear piercing procedure, for myself or my minor child, fully aware of the potential risks and complications. In addition, I hereby assume all risks of loss or injury of any kind whatsoever that may be associated with ear piercing.

In signing this *RELEASE OF LIABILITY/WAIVER OF CLAIMS*, I hereby acknowledge and represent that:

- I HAVE READ THIS *RELEASE OF LIABILITY/WAIVER OF CLAIMS*, UNDERSTAND IT, AND SIGN IT VOLUNTARILY.
- I am over 18 years of age, and I hold only myself liable and hereby release and waive any and all claims that I may have with respect to this ear piercing.
- OR**
- I am the parent or legal guardian of a minor under 18 years of age, and I hold only myself liable and hereby release and waive any and all claims that I or the minor may make as a result of this ear piercing.
- I further agree that I shall indemnify and hold Claire's harmless with respect to any and all claims that I or my minor child may make as a result of this ear piercing, even if due to the sole or joint negligent acts or omissions of Claire's Boutiques, Inc., its agents, or employees.
- For purposes of signing this *RELEASE OF LIABILITY/WAIVER OF CLAIMS*, I understand that a minor who represents that he or she is an adult is committing a fraudulent act.

Signature X **XXXXXXXXXXXXXXXXXXXXXXXXXX**

If under 18 years of age, parent/legal guardian signature is required.

(✓) PARENT

LEGAL GUARDIAN

### AFTER CARE AGREEMENT

I understand that I must carefully follow all AFTER CARE PROCEDURES, agree to do so, and hereby release Claire's from any and all claims that I may have as a result of my failure to carefully follow all AFTER CARE PROCEDURES.

Signature X **XXXXXXXXXXXXXXXXXXXXXXXXXX**

If under 18 years of age, parent/legal guardian signature is required.

### PROCEDURE ACKNOWLEDGEMENT

I hereby acknowledge and represent that:

1. I have observed that the associate wore new, disposable ear piercing gloves for my/my child's ear piercing.
2. I have observed that the associate cleaned the ear piercing instrument and each of my/my child's ears with a separate, single-use disinfectant/antiseptic wipe before the piercing.

Signature X **XXXXXXXXXXXXXXXXXXXXXXXXXX**

If under 18 years of age, parent/legal guardian signature is required.