



Forevamore

Signature requested on March 25, 2023

Permanent Jewelry Waiver

Business: Forevamore

hello@shopforevamore.com

61 Portland Rd, Unit #7, Gray, ME, 04039

(207) 245-0230

Recipient: EXAMPLE

none@NONE.com

This contract is between Forevamore (the "Business") and EXAMPLE (the "Client") dated 03/25/2023.

The Client is hiring the Business for the services described in this contract.

Terms

Informed

I have a right to be informed about the service so that you can make the decision whether or not to proceed with the service after knowing the risks and hazards involved.

I understand that permanent jewelry requires the procedure of welding jewelry and such procedure is a potentially dangerous activity and involves the risk of serious injury, pain, suffering, disability, death, property damage and/or financial loss. I acknowledge these risks, and any injuries I sustain may result from or be compounded by the actions, omissions, or negligence of Forevamore, LLC, including negligent emergency response or first aid response of Forevamore, LLC. Notwithstanding these risks, I acknowledge that I am voluntarily participating in and desire to obtain permanent jewelry with knowledge of the danger involved and hereby agree to accept and assume any and all risks of illness, personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss arising from my participation in the procedure to obtain permanent jewelry, whether caused by the ordinary negligence of Forevamore, LLC or otherwise. I hereby expressly waive and release

any and all claims, now known or hereafter known, against Forevamore, LLC and its officers, directors, managers, employees, agents, affiliates, successors, and assigns (here for known as "releasees"), on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my participation in the procedure to obtain permanent jewelry, whether arising out of the ordinary negligence of Forevamore, LLC or any releasees or otherwise. I will not make or bring any such claim against Forevamore, LLC or any other releasee and forever release and discharge Forevamore, LLC and all other releasees from liability under such claims. This waiver and release do not extend to claims for gross negligence, willful misconduct, or any other liabilities that Maine law does not permit to be released by agreement.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the procedure to obtain permanent jewelry. I understand and agree that I am solely responsible for all costs of such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless Forevamore, LLC from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of Forevamore, LLC and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of Forevamore, LLC and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Maine without giving effect to any choice or conflict of law provision or rule (whether of the State of Maine or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts in Maine. I hereby consent to the exclusive jurisdiction of such courts.

Definition

I understand that permanent jewelry is "permanent" in that it is custom fitted and welded together and no clasps are used; however, it can easily be removed, if needed in the case of medical and/or personal reasons, by cutting the jewelry with scissors or wire cutters.

Welder

I understand that a welder is used to attach the permanent jewelry and there is a "spark" or "zap" associated with that; however, it is painless and non-invasive.

Eye Safety

I understand that it's not safe to look directly at the "spark" or "zap" with bare eyes. In doing so it can severely affect my eyesight. I will be given a pair of safety glasses to wear during the service and it's recommended I wear them to protect my eyes.

Appointment

I understand that I must sit still during the service and avoid any sudden movements to avoid any scratches and/or burns.

Health Conditions

I understand that if I have a pacemaker or epilepsy/seizure activity, the "spark" could, in rare cases, trigger abnormal activity related to my condition.

Care, Wear & Tear

I understand that I understand that Forevamore offers 14k gold/rose gold filled and sterling silver (all nickel and lead free), which are all considered hypoallergenic metals. External factors, such as perfume, lotion, body spray, soap, skin care products, sulfur, water quality, the pH of skin, etc. can/will negatively impact the color and wear of permanent jewelry. Forevamore is also not responsible for the rare occurrence of an allergic reaction or skin irritation.

Warranty

I understand there are not any expressed or implied warranties or guarantees with the permanent jewelry. While the jewelry is permanent, it is not indestructible. A reasonable amount of care is required to maintain the integrity of the jewelry. I understand that because jewelry is not typically meant to be worn all of the time, in doing so (as in the case of permanent jewelry), there is a risk of the jewelry getting tarnished or discoloring, the jewelry getting damaged, and/or the jewelry breaking or stretching due to daily wear and daily activities.

Forevamore, LLC is not in any way responsible for jewelry that is lost. If you lose your jewelry, Forevamore, LLC will offer a 10% discount on the purchase of another piece of permanent jewelry (only the bracelet, ring, anklet, and/or necklace, not charms). However, if the jewelry separates at the weld within the first 60 days of the service, Forevamore, LLC will re-weld it again at no charge.

No refunds

I understand that all sales are final due to the custom nature of the permanent jewelry. I also understand that Forevamore, LLC is not liable for loss, damaged, or stolen chains.

Parental Consent

If under the age of 18, a parent/guardian must be present. The parent/guardian must complete the entirety of this. Children must be at least 5 years of age and able to sit completely still during

the process.

We will not offer jewelry on children under the age of 5 due to the nature of how active children are, and that permanent jewelry can and may get snagged and could cause harm.

Authority to sign

Each party has the authority to enter into this Contract and to perform all of its obligations under this Contract.

Questions

I understand that should I have additional questions I should call Forevamore, LLC at 207-245-0230.

Acknowledgement

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOREVAMORE, LLC.

Recipient initial

Consent

I am either the named "Client", or the parent/legal guardian of the minor "Client" named below. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release and Waiver of Liability.

Recipient initial

Signatures

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.

Business signature

Owner name	Forevamore, LLC
Owner signature	<i>Forevamore, LLC</i>
Business date signed	03/25/2023

Recipient signature

Recipient name	
Recipient signature	
Recipient date signed	