

# SACRED

## TRANSFORMATIONS

a non-profit corporation

### Application for Tattoo Transformation Program

#### Personal Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Age: \_\_\_\_\_ Date of Birth: \_\_\_ / \_\_\_ / \_\_\_\_\_

Primary Language: \_\_\_\_\_

Secondary language: \_\_\_\_\_

#### Emergency Contact Information:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

How did you hear about Sacred Transformations?

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What are the most difficult parts about living with your tattoo/s, scar/s, burn/s?  
Give examples of physical, emotional, mental, spiritual or other effects.

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What have you accomplished since you received your tattoo, scar, burn?

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Why do you want this tattoo/scar/burn changed?

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What do you think our transformation program can offer you?

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What are your three main goals after your transformation piece is complete?

1. \_\_\_\_\_

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2. \_\_\_\_\_

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3. \_\_\_\_\_

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What are your three main long term goals?

1. \_\_\_\_\_

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2. \_\_\_\_\_

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3. \_\_\_\_\_

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## PARTICIPANT WAIVER

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_ 20\_\_ by and between Sacred Transformations and \_\_\_\_\_  
(hereinafter referred to as "Participant") (herein collectively the "Parties").

WHEREAS Sacred Transformations is a not-for-profit organization dedicated to helping people who are tattooed, scarred, branded and or burnt from negative experiences to transform those marks into art pieces that celebrate one's individuality.

WHEREAS Participant has a mark on his/her body that he/she wishes to transform into artwork.

NOW THEREFORE, the Parties agree as follows:

1. As used in the Agreement: the term "Released Parties" means and refers to Sacred Transformations and all of its subsidiaries, related and affiliated companies, licensees, sponsors, successors and assigns, and the directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing entities; the term "Participant Parties" means and refers to Participant and all of Participant's agents, representatives, spouse, guardians, successors, assigns, heirs, children and next of kin; the term "transformation" means the act by which Sacred Transformations turns Participant's mark into a piece of artwork; the term "mark" means the mark, scar, and/or tattoo on Participant's body prior to the transformation.
2. Participant grants to Sacred Transformations the absolute and irrevocable right in respect to the artwork and the skin on which the artwork lies, to use, re-use, publish, and republish the same in whole or in part, in any media now known or hereafter devised, for publicity, educational resources, marketing material, documentaries, or for any other means Sacred Transformations sees fit, subject to Participant's choice as outlined below in Section 3.
3. Participant agrees to one of the following three choices regarding Sacred Transformation's use of the artwork and skin as outlined in Section 2 above. Participant has indicated his/her choice by initialing ***either, choice A, B, or C below:***

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**Choice A:** Participant agrees to allow Sacred Transformations to use the artwork and the skin on which the artwork lies as outlined in Section 2 above. The Parties agree that Sacred Transformations shall not use any before-pictures of the mark. Nor shall Sacred Transformations use the real name of Participant, nor use any pictures revealing Participant's face.

**Choice B:** Participant agrees to allow Sacred Transformations to use the artwork and the skin on which the artwork lies as outlined in Section 2 above. The Parties agree that Sacred Transformations may, at Sacred Transformation's sole discretion, use before-pictures of Participant's mark and blocked-out images of Participant's face, but Sacred Transformations shall not use Participant's real name.

**Choice C:** Participant agrees to allow Sacred Transformations to use the artwork and the skin on which the artwork lies as outlined in Section 2 above. In addition, the Parties agree that Sacred Transformations may, at Sacred Transformation's sole discretion, use before-pictures of Participant's mark, Participant's real name, Participant's face, and any other identifying information of Participant.

4. Participant acknowledges and agrees that Participant voluntarily participates in the transformation. Participant voluntarily assumes any and all risks, known or unknown, associated with the participation in the transformation, including but not limited to the risk of physical, mental, and/or emotional injury, minor and/or severe bodily harm, and/or illness, which may arise by any means, including but not limited to acts, omissions, recommendations or advice, by any of the Released Parties.
5. Participant voluntarily and knowingly release, discharge, and relinquish any and all claims, actions, and lawsuits of any kind against Sacred Transformations related to or arising from the participation in the transformation.
6. The Parties agree that Sacred Transformations and Participant worked on determining the artwork design together. The Participant specifically finalized and authorized the artwork used in Participant's transformation.
7. The Parties agree that for purposes of copyright, Sacred Transformations created the artwork and owns the copyright in such artwork. Participant acknowledges that the artwork is not a joint work and was not intended to be a joint work by either Participant or Sacred Transformations.

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8. Participant represents and warrants to Sacred Transformations that Participant:

- (i) has carefully read this Agreement and understands its contents;
- (ii) is not a minor;
- (iii) is of sound mind and body;
- (iv) possesses all rights and faculties necessary to execute this Agreement; and
- (v) understands that this Agreement includes a waiver and release of the liability of by Participant. Participant acknowledges and agrees that Sacred Transformations is relying on this Agreement in allowing Participant to participate in the transformation.

9. Notwithstanding any provision of this Agreement to the contrary, none of the Released Parties shall be liable to the Participant Parties for any indirect, special, incidental, consequential, punitive or exemplary damages, whether in an action in contract or tort, under statute or otherwise, arising from any claim directly or indirectly relating to or arising in connection with the transformation or this Agreement.

10. If any provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision shall be excluded from this Agreement, the remainder of which shall continue to be valid, lawful and enforceable in all other respects to the fullest extent permitted by law.

11. Participant acknowledges that any other waivers signed by Participant in connection with the transformation are incorporated into this Agreement, including but not limited to any waivers Participant signs with the Tattoo Shop.

12. Subject to Section 11 above, this Agreement constitutes the entire understanding among Sacred Transformations and Participant with respect to the subject matter hereof and supersedes all prior agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, among Sacred Transformations and Participant with respect to such subject matter. No amendment, supplement or modification to this Agreement shall be binding unless made in writing and signed by the parties hereto.

Sacred Transformations

By: \_\_\_\_\_ Participant: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_