

## **PARENTAL PERMISSION/WAIVER OF LIABILITY AND RELEASE**

*Read Carefully Before Signing*

As a courtesy to its clients, Robert P. Miller, D.D.S. M.S. P.A. (the "Company") provides complimentary transportation services for its minor patients to and from the patient's school and the offices of the Company for purposes of providing orthodontic services. In consideration for this free private service, I give my permission for my child or ward to be transported between my child or ward's school and the offices of the Company and expressly release the Company, as described herein, from any liability arising out of, connected with or relating to the Company's provision of transportation services.

On behalf of myself, my family and my child or ward, I waive any right or cause of action arising out of the transportation services provided by the Company and understand and agree that the Company and any individuals or entities affiliated therewith shall not be liable for any claims, injuries, damages, actions or causes of action caused by or due to any active or passive negligence or other non-willful conduct of anyone arising out of or connected with the provision of this service. As with any activity, there is a risk of possible injury or damage to person or property and, on behalf of myself, my family and my child or ward, I agree to assume all risks caused directly or indirectly by any negligent or non-willful act and agree not to sue the Company and any of its officers, directors, shareholders, employees, agents, affiliates, subsidiaries, successors, assigns or predecessors for any claim or injury arising out of, connected with or relating to the Company's provision of transportation services. I further agree that this release is binding on myself, my immediate family members and any heirs, executors, administrators and assigns of myself or my child or ward.

To the extent that this waiver and release or portions thereof is deemed overbroad or unenforceable for any reason, it is my intent and understanding that this waiver and release will remain valid in all applications that are not deemed overbroad or unenforceable. I further agree, on behalf of myself, my family and my child or ward, that, should a right or cause of action(s) survive this waiver and release, damages for any such claim or cause of actions(s) will be limited to monies recoverable under the Company's applicable policy of insurance. I agree that myself, my family and my child or ward will be bound by the contents of this waiver and release in perpetuity unless and until expressly rescinded by me in writing.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. For the 2009-2010 School Year.

School \_\_\_\_\_

Printed name of patient: \_\_\_\_\_

Printed name of parent/guardian \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

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

OFFICE FAX # 651-451-0266