

## Release of Liability

For and in consideration of completing Dental Bridge 12-14, patient only liable for the cost of lab fees totaling **\$1000.00**. Today, Patient Name: **Theresa Brunetto**, together with his or her spouse, their individual and/or collective children, heirs, estates, insurers, agents, affiliates, representatives and all related persons and entities, whether past/present/future (collectively referred to as "PATIENT"), agree as follows:

1. **General Release.** PATIENT will forever release and discharge Andrew Brown, D.D. S. and/or any members of Scottsdale Family Dentistry and Orthodontics, their individual and/or collective children, heirs, estates, insurers, agents, affiliates, representatives, employees, and all related persons and entities, whether past/present/future (collectively referred to as "DENTIST"), of and from any and all past/present/future claims, demands, damages, actions, causes of actions, obligations, rights, attorneys' fees, costs, expenses, and compensation of any nature whatsoever, whether known or unknown, on account of or in any way arising out of any dental treatment or other services ever rendered by DENTIST.
2. **No Admission of Liability.** This Agreement is the mutual compromise of disputes and disagreements between the parties. The refund is not to be construed as an admission of liability by DENTIST, who expressly deny liability.
3. **Unknown Claims, Persons and Entities Released and Discharged.** PATIENT expressly waives and assumes the risk that there are or may be additional claims, persons and entities which they do not know or suspect exist, whether through inexperience, oversight, error, or otherwise, and which, if presently known, materially would affect the decision to enter into this Agreement. Signing this Agreement releases all claims, demands and causes of action which were or could have been alleged against DENTIST. PATIENT also waives and assume the risk that the facts and/or law may be different from or contrary to what they currently believe.
4. **Non prosecution Of Dental Board Claim.** PATIENT agrees not to file a complaint against DENTIST with the Arizona State Board of Dental Examiners. PATIENT will not provide information to, testify before, or otherwise assist the dental board, should it choose to prosecute a claim independently against DENTIST, unless compelled to do so by valid subpoena. Violating this paragraph will not prevent DENTIST from instituting legal or other proceedings against PATIENT or others for money damages or other remedies.
5. **Indemnity.** PATIENT will protect, indemnify and hold DENTIST harmless against any and all claims, demands, damages, liabilities or other obligations which arise out of their breach of this Agreement, including DENTIST's attorneys' fees, costs and expenses.
6. **Representation of Understanding.** PATIENT acknowledges that this Agreement contains the entire understanding between the parties. This is a binding contract. PATIENT fully understands the terms of this Agreement and voluntarily accepts these conditions.
7. **Non disclosure and Anti Defamation.** Patient agrees to not discuss this issue and to not post on any public and/or social media sites that would either discuss this issue, and/or represent Austin Calaway and/or Ford Calaway Dentistry and Orthodontics in any negative way.
8. **Final Agreement.** This Agreement consists only of pages 1 and 2. It supersedes all past/present written and past/present/future oral understandings between the parties. **THERE ARE NO ORAL REPRESENTATIONS, MODIFICATIONS OR SIDE AGREEMENTS TO THIS CONTRACT.** This Agreement may not be modified, except through a written addendum signed by all parties.
9. **Governing Law.** This Agreement is to be construed and interpreted in accordance with the laws of the State of Arizona.

"PATIENT"

By:-----

Patient Name

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05/18/2020

"DENTIST"

By:-----

Andrew Brown DDS

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05/18/2020

