

**RELEASE AND WAIVER**  
**(Refund of Treatment Fee)**

In consideration of the waiver of all costs of treatment incurred to date and/or the return of all fees paid for the orthodontic treatment of (myself) (my child) and/or the payment of \$ \_\_\_\_\_, the sufficiency of which is hereby acknowledged, I do hereby, on behalf of (myself) (my child), and all those who may now or in the future have any interest in the care and treatment of (myself) (my child), now and forever release and discharge Dr. \_\_\_\_\_, his/her agents, employees, professional corporation, insurers and assigns from any loss, costs, damages or expenses arising out of the orthodontic services, advice, diagnosis, and treatment by said Doctor, his/her agents and employees to (me) (my child). I understand that this is a full waiver and release of any and all claims (I) (my child \_\_\_\_\_) or any one claiming through or on behalf of (me) (my child) may now have or may acquire in the future arising out of the orthodontic services, advice, diagnoses, and treatment by said Doctor, his/her agents or employees to (myself) (my child). I further understand that by executing this Release and Waiver, and accepting the specific consideration as recited above, (I) (my child \_\_\_\_\_) and anyone claiming through or on behalf of (me) (my child) will be forever foreclosed from any claim for damages arising out of the orthodontic services, advice, diagnoses, and treatment by said Doctor, his agents or employees, including any claim made with BORID, OSHA, or other regulatory agency, and I indemnify Doctor for the same.

The terms of this Release and Waiver as well as the orthodontic treatment of (myself) (my child \_\_\_\_\_), are to be kept confidential by me, and will not be disclosed to anyone, the courts, informally to others (such as, but not limited to, relatives, friends, co-workers, acquaintances, or other members of the public), nor shall they be publicized in the media (including all social media, communications on the internet, texting, blogging, etc.), nor in any way without the written authorization of said Doctor or an order from a court of competent jurisdiction.

This Release and Waiver and the consideration recited herein is not and shall not be construed to be an admission of liability on the part of anyone, including, but not limited to, said Doctor, his/her agents or employees.

This Release and Waiver is the entire agreement between the undersigned parties. The undersigned, in executing this Release and Waiver, acknowledges that the consideration recited herein is the sole consideration for the full and final release and waiver contained herein, and that no other understandings or agreements, representations or promises, verbal or otherwise, have been relied upon by the undersigned in executing this Release and Waiver.

\_\_\_\_\_  
PATIENT\*/RELEASOR\*

\_\_\_\_\_  
ORTHODONTIST

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

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

\*If the patient is a minor, a parent or guardian must sign and the capacity of the signer should be indicated. For example "Jane Doe, parent/guardian of John Doe, a minor."