smileschangelives

Consent and Hold Harmless Agreement

The undersigned has read, understands and agrees to abide by the attached Program Rules and Guidelines, which are incorporated herein by reference, for receiving orthodontic treatment through the Virginia Brown Community Orthodontic Partnership d/b/a Smiles Change Lives, and has been given the opportunity to ask questions about this information. If our application is approved and a treatment provider is located, I consent to allow Smiles Change Lives and its partner doctors to provide orthodontic treatment for my child. I understand that acceptance into the Smiles Change Lives program for my child's orthodontic care is based on our (my child's and my) ability to maintain my child's oral health as indicated in the Program Rules and Guidelines and to abide by all the Program Rules and Guidelines. I also understand that if we do not maintain oral hygiene and abide by the Program Rules and Guidelines, my child will be removed from the program, his/her braces will be removed and treatment will be terminated with no refund of the $650 required financial investment (or the $325 required financial investment if my child is receiving interceptive treatment). I further agree that if treatment is stopped early and my child is removed from the program for not following the Rules and Guidelines, or for any other reason, we (my child and I) will hold Smiles Change Lives and the assigned treatment provider harmless and free from any liability for any damage or injury resulting from the termination of said treatment.

I, on behalf of myself and my child, acknowledge that Smiles Change Lives does not itself provide the orthodontic treatment and that all treatment will be provided by a doctor assigned by Smiles Change Lives ("partner doctor"). I expressly authorize Smiles Change Lives, the partner doctor(s) and my dentist (as listed on my application) to share my child's medical records and information with each other in order to coordinate and manage my child's treatment. In consideration of the acceptance of my child's application by Smiles Change Lives, we (my child and I) release Smiles Change Lives and the partner doctor and their agents, employees, board members, officers, representatives, and successors and assigns from any and all claims, demands, actions, proceedings, damages or liability of any kind whatsoever that we may have at any time arising, directly or indirectly, from (i) our participation in the Smiles Change Lives program, or (ii) any action taken by Smiles Change Lives or the partner doctor based on the Program Rules and Guidelines, including but not limited to my child's removal from the program and the removal of his/her braces. I further acknowledge and understand that Smiles Change Lives and the partner doctor do not guarantee satisfaction with the outcome of the orthodontic treatment provided.

I consent and authorize receipt of all communication from Smiles Change Lives via email to the email address provided by me in my child's application, or as updated by me in writing to Smiles Change Lives from time to time. I understand that it is my responsibility to maintain a valid email address on file with Smiles Change Lives for this purpose.

This Agreement shall be interpreted and enforced in accordance with the laws of Missouri and is intended to be as broad and inclusive as permitted by the laws thereof or of any other state where Smiles Change Lives program activities occur. Waiver of any provision by Smiles Change Lives shall not operate or be construed as a continuing waiver. This Agreement shall survive termination or completion of my child's treatment. If any portion of this Agreement is held invalid, the remainder of it shall remain effective.

YOUR SIGNATURE INDICATES THAT YOU HAVE READ, UNDERSTAND AND VOLUNTARILY AGREE TO THE ABOVE CONSENT AND HOLD HARMLESS AGREEMENT.

Custodial Parent or Legal Guardian Consent: I further certify I am the custodial parent or legal guardian for the child named below, that I have legal authority to make medical decisions for the child, that all the information enclosed in this application is true and correct and that all income is reported. I understand that deliberate misrepresentation will not be tolerated and will result in permanent dismissal from the program.

Your signature must be hand written. Electronic signatures are not acceptable.

Date (mm/dd/yyyy)	Custodial Parent or Legal Guardian SIGNATURE	PRINTED NAME

Child Consent: (Child MUST sign even if under 18 years of age)

Date (mm/dd/yyyy)	Child/Applicant SIGNATURE (Not Parent/Guardian)	PRINTED NAME