



# BRACE BUS

## KAMPAS ORTHODONTICS PC

### TRANSPORTATION AUTHORIZATION AND CONSENT AND

### WAIVER AND RELEASE OF LIABILITY

I, the undersigned, \_\_\_\_\_, am the parent and/or legal guardian of \_\_\_\_\_ (hereinafter referred to as “my child”), and hereby authorize, allow, and consent for my child to ride in the “Brace Bus,” as provided by Kampas Orthodontics PC, a Pennsylvania Professional Corporation. I will also execute a consent authorizing my child’s school to release my child to the “Brace Bus” and comply with any other requirements as established by the school.

I agree that the driver of the “Brace Bus” may pick my child up from school and transport him/her to the offices of Kampas Orthodontics PC for an orthodontic appointment and be returned to the school after the completion thereof. I understand that the pick-up time and return time may not correspond to the exact time of the scheduled appointment and can only be performed during the Brace Bus regular hours of operation. Only I may give the authority to change the date or time of my child’s orthodontic appointment.

I further agree that Kampas Orthodontics PC reserves the right to deny my child use of the Brace Bus based on misconduct or misbehavior thereon. I understand that Kampas Orthodontics PC may use video surveillance on the Brace Bus to maintain order and I expressly consent thereto. This service is provided by Kampas Orthodontics PC as an optional convenience at no extra charge and should not be construed as an agreement to provide transportation. Kampas Orthodontics PC reserves the right to modify the Brace Bus schedule or terminate transportation services completely due to inclement weather, traffic or other reasons, in the sole discretion of Kampas Orthodontics PC.

As part of the lawful consideration of being permitted by Kampas Orthodontics PC, to participate in the “Brace Bus” transportation service, the undersigned, intending to be legally bound, hereby agrees as follows:

1. I understand and fully acknowledge that my child’s use of the Brace Bus is solely at my own risk. I knowingly and freely assume all risks related thereto.
2. I do hereby unconditionally **RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO ASSERT A CLAIM AGAINST** Kampas Orthodontics PC, its officers, owners, agents, directors, employees and insurers (collectively referred to as the “Releasees”) from all claims, demands, and/or causes of action that I, my heirs, guardians, legal representatives, successors and assigns, now have, or may in the future have, for any injury (including without limitation personal injury or death), property damage or property loss resulting from use of the transportation services, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.**

3. I agree, that in the event any suit or claim is instituted against the Releasees arising in any way from my child's acts, omissions or negligence while using the Brace Bus, I agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from all liability in connection therewith including, but not limited to, attorneys' fees and costs involved in connection with the defense of any such action.
4. The covenants, provisions and paragraphs of this document are severable. In the event that any portion of this document is held to be illegal or unenforceable, in whole or in part, the same will not affect any other portion of this document, and the remaining covenants, provisions and paragraphs or portions thereof, to the extent enforceable, shall, nevertheless, be binding and enforceable.
5. This is a permanent waiver and release of liability binding upon me, my heirs, my family members, guardians, legal representatives, successors and assigns.

I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENTS, ASSURANCE OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL LEGAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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Child's Name

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Date

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Signature of Parent/Guardian

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Print Name of Parent/Guardian

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Phone Number