

This Release and Settlement Agreement does not constitute legal advice. The MDA provides this document for informational purposes only. Those contemplating the use of this form should first consult with their own legal counsel.

RELEASE AND SETTLEMENT AGREEMENT

The following terms have the meanings set forth below when used in this Release and Settlement Agreement.

- "AGREEMENT": This Release and Settlement Agreement;
- "DAMAGES": All damages, costs, expenses, losses, and any other amounts incurred by PATIENT related to dental care of any kind whatsoever by the PRACTICE arising from or related in any way to the TREATMENT, including past and future lost wages and benefits, medical, hospital, mental or emotional damages, damages for pain and suffering, damages for fright, shock, embarrassment, humiliation, loss of companionship, damages for loss of consortium, love, society, service and financial support, all whether known or unknown;
- "PATIENT": **[INSERT PATIENT NAME];**
- "PRACTICE": Means collectively **[INSERT NAME OF DENTIST AND DENTAL PRACTICES].**
- "TREATMENT": Dental care and treatment of **[INSERT PATIENT NAME]** that occurred on **[INSERT TREATMENT DATE(S)];**

For the consideration set forth below, the receipt and adequacy of which is acknowledged and agreed to, PATIENT forever releases and discharges any and all present, future known and unknown DAMAGES, claims, demands, actions, causes of action, and other rights which he/she may have, ever had or ever conceived himself/herself having against the PRACTICE, based upon, arising out of or related to the TREATMENT.

PATIENT further acknowledges and agrees that:

(a) he/she fully assumes all the risk that DAMAGES may in the future be progressive and may be greater or more extensive he/she currently knows;

(b) the PRACTICE does not admit that the PATIENT is entitled to any recovery of DAMAGES from the PRACTICE; on the contrary the PRACTICE maintains that all of its actions relating to the TREATMENT were proper, prudent, lawful and that the sole purpose of this settlement is to resolve a doubtful and disputed claim;

(c) no promise, representation or inducement has been offered or made by the PRACTICE or its representatives (other than the consideration expressly set forth below);

(d) this AGREEMENT is executed without reliance upon any statement or representation by the PRACTICE or its representatives;

(e) the sole consideration for this AGREEMENT is that stated below and that consideration is in full and final settlement of all claims for Damages arising from or related in any way to the TREATMENT;

(f) it is his/her belief and judgment is that this settlement is fair, equitable, and that acceptance of the stated consideration in full settlement and resolution of all matters arising from or related in any way to the TREATMENT is in the best interest of the PATIENT; and

(g) PATIENT and the PATIENTS' attorneys, if any, shall not disclose this Agreement or its terms to any person or entity, orally or in any writing, without the prior written consent of the PRACTICE or if and when required by law.

