

Request of Transportation And Release and Indemnification Agreement Vargo Orthodontics

Child's Name _____ (the "Child")

Parent's Name _____ (the "Parent")

School Name for 2014/2015 _____

Each of the undersigned, the Child and the Parent, hereinafter, "we", certify that we have read this entire form, understand it, agree to it, and by our signature below evidence our intention to be legally bound to it and all representations made in it.

1. We jointly and severally agree and understand that Vargo Orthodontics is providing a free service via the Vargo Valet to pick up and deliver Child to and from school without any cost or charge for the purpose of facilitating or securing necessary orthodontic care of Child. We authorize Vargo Orthodontics to communicate information about Child's appointments and procedures to the school district as needed.
2. We agree and understand that Vargo Orthodontics and the Vargo Valet have sole and exclusive right and authority to make all decisions regarding Child riding on the Vargo Valet including to but not limited to the hours, terms, and conditions of initial and continued service.
3. By signing below, we assume any risk of harm or injury which might occur to the participant due to their participation in Vargo Valet service. We release Vargo Orthodontics from all liability, costs, and damages which might arise from participation in the Vargo Valet service. We further provide my consent for Vargo Orthodontics to seek emergency treatment for the minor if necessary. We agree to accept financial responsibility for the costs related to this emergency treatment.
4. Recognizing that each of the undersigned, are participating, and benefiting from, this service, we do hereby jointly and severally release and forever discharge, Vargo Orthodontics, its employees, agents, representatives, owners, heirs, successors, and assigns from any and all claims, causes of action, suits, damages and/or injuries whatsoever arising out of or in any way related to Child participating in the Vargo Valet service and any and all aspects or derivatives thereof, specifically including, but not limited to, the selection or training of the operator of services during the Child's minority. *
5. We are fully aware of the risks involved and hazards connected with this activity, including but not limited to travel risks and/or road hazards. We hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to us and our property. WE VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by us, or any loss or damage of property owned by us, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
6. We do hereby jointly and severally agree to indemnify and hold harmless Vargo Orthodontics and its employees, agents, representatives, owners, heirs, successors and assigns from any and all claims, causes of actions, suits, damages and judgments including costs and expenses of litigation including attorney fees arising out of the undersigned's use of or participation in the Vargo Valet program.
7. IN SIGNING THIS AGREEMENT, WE ACKNOWLEDGE AND REPRESENT THAT we have read the Agreement in its entirety, understand it and sign it voluntarily as our own free act and deed;

vargorthodontics

419 East 2nd Avenue ♦ Rome, Georgia 30161
706.290.0011

Initial _____
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no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made.

8. (We) hereby grant permission to Vargo Valet to:
 - a) To make video and/or audio recordings of the vehicle transportation trips containing your child
 - b) To use such video and/or audio recordings of the vehicle transportation trips containing your child for any purpose, including, but not limited to, defending any legal claim against Vargo Valet.
9. Vargo Valet appointments are scheduled on a first come first serve basis. Our scheduling coordinator will make every effort to schedule all of your child's appointments so that they may ride the Vargo Valet. However, the service is not available for certain procedures where the presence of a parent is requested. Those patients are not eligible to use the Vargo Valet for that particular appointment and will be scheduled during specific times in which these appointments are offered.
10. If the Child is absent from school the day they are to ride the Vargo Valet, please call our office that morning so the driver can be informed.
11. If school is delayed or cancelled due to inclement weather, etc., the service may/will cancel for that day. When this occurs it is always the parent/legal guardian's responsibility to reschedule a new appointment for the Child.
12. The Child is required to wear a seatbelt while being transported.
13. Any damage to the vehicle caused by the Child shall be the monetary responsibility of the parent/legal guardian.
14. Misconduct of a Child while aboard the Vargo Valet will not be tolerated and will result in suspension from this service.
15. Please be aware that the Vargo Valet policies and procedures may change at any time without notice
16. The Child will be expected to sign out and sign in at the attendance office.

I understand these policies and procedures and agree to be bound by them.

Parent's Signature (or Legal Guardian)

Date

Child's Signature

Date

Grade _____ Daytime Phone Number (Parent) _____

Homeroom Teacher or Class Section _____

*The parties agree and understand that majority and minority refers to the period of time, respectively after, and before, the minor child reaches the age of 18.

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I, the undersigned, _____, parent and/or legal guardian of _____, hereby allow, authorize and consent for my child to ride the Vargo Valet provided by Joseph K. Vargo, D.M.D., M.S., P.C (d.b.a Vargo Orthodontics). The undersigned agrees that the Vargo Valet may pick up my child from school for an appointment with Dr. Vargo and return to school following the appointment with Vargo Orthodontics.

The undersigned consents for my child to be taken out of school by the person driving the Vargo Valet for the purpose of an appointment with Vargo Orthodontics and agrees to execute and sign a consent authorizing the school to release my child to the Vargo Valet. The undersigned agrees and understands that my child shall be picked up and/or delivered at school only at the designated times of operation by the Vargo Valet. My child does not have the authority to change the time and/or date of any orthodontic appointment. Such appointment can only be changed by the undersigned.

The undersigned agrees that Dr. Vargo or the operator of the Vargo Valet shall have the sole and exclusive right to make the decision whether my child shall be permitted to ride the Vargo Valet. Any misbehavior or misconduct on the part of my child results in my child not being permitted to ride the Vargo Valet.

The undersigned understands that the Vargo Valet is a service provided by Joseph K. Vargo, D.M.D., M.S., P.C., at no charge. The undersigned hereby releases and forever discharges Joseph K. Vargo, D.M.D., M.S., P.C., its employees, agent representatives, drivers, heirs, and assigns from any and all claims, causes of action, suits or injuries arising out of or in any way connected with all the children riding the Vargo Valet. This request for transportation is valid for the entire school year beginning August 2014 through May 2015.

Child's Name

Date

Parent and/or Legal Guardian

Email

vargorthodontics

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706.290.0011