

## PATIENT WAIVER AND RELEASE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, on the date set forth below, I, whose name, address and phone number are stated below ("Participant"), hereby grant and convey to K and B Surgical Center, LLC, its legal representatives and assigns including but not limited to Tahiri Plastic Surgery (collectively "Doctor") for a term of twenty (20) years, the worldwide and absolute right and permission to use, reuse, post, repost, publish, republish, exhibit, display, print and reprint in any and all media including social media and the Internet, now known or hereafter devised, and to authorize others to do so, whether in digital, text or written form, a book, a paper, a transcript or any form of publication, color or black and white, in conjunction with my name, still photos and/or moving pictures, audio of me, video of me and my surgery procedure or result from same or artwork depicting me or my actions, my case and my surgery and any procedure relate thereto in whole or in part in conjunction with Doctor's promotion, whether heretofore created, created this day, or hereafter created, as well as any reproduction thereof, made in any form or manner by Doctor, its assigns or any authorized entity. Such use may be for any purpose whatsoever including Doctor website, social media or otherwise, and I hereby consent to such use in any form or manner in connection with the foregoing at the sole and absolute discretion of Doctor.

I hereby waive any right to inspect or approve such use and/or any copy, printed or broadcast matter that may be used in conjunction therewith, and further waive any claim that I may at any time have to the eventual use to which same may be applied. Additionally, I hereby warrant, transfer, sell and assign all right, title and interest to the heretofore stated book, journal, article, transcript, treatment, film, video tape, portraits, audio records, photographs and/or artwork to Doctor for the consideration stated herein. I realize that I may be releasing confidential personal health information.

I hereby release, discharge and agree to hold harmless Doctor, and any person or entity acting on its behalf or under its authority, including any firm publishing and/or distributing the finished product in part or in whole, from and against any liability as a result of the taking, processing, creation or reproduction of the finished product (or any related content), its publication or its distribution.

I hereby warrant that: (1) I am of lawful age to contract and competent to contract in my own name insofar as this release is concerned; (2) the use of my likeness or image will not cause Doctor or any other third party acting on behalf of Doctor to violate any laws, including but not limited to all intellectual property laws; and (3) I have read and agree to the applicable terms presented to me by Doctor concurrently with this release. In case of any claim related to this agreement, the prevailing party shall be entitled to attorney fees and costs. I further warrant and intend that this writing is to constitute the exclusive, sole and complete understanding and agreement of the parties related to the rights granted herein and that I am not relying on any other representations or statements, whether oral or written.

I have read the foregoing release, authorization, and agreement, before affixing my signature below, and warrant that I fully understand the contents thereof and do hereby intend and do agree with and consent to all the terms and conditions herein. **I ACKNOWLEDGE THAT I HAVE BEEN ADVISED THAT THIS AGREEMENT CONSTITUTES A BINDING OBLIGATION UPON ME AND THAT I HAVE THE RIGHT AND ABILITY TO CONSULT AN ATTORNEY OR OTHER ADVISER OF MY OWN CHOOSING PRIOR TO ENTERING INTO THIS AGREEMENT.**

Participant: \_\_\_\_\_

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

email address \_\_\_\_\_