

American Chiropractic Clinic Austin

7800 Mo-Pac, Suite 340, Austin, Texas 78759

Phone: 512-346-5567 – Fax: 512-231-1087

info@american-chiropractic.com

Testimonial Packet

Sharing your story.

Thank you for sharing the story of your experience at American Chiropractic Clinic Austin.

We have found that patients that are new to our office often benefit from reading what our current patients say about us. In fact, most of your patients come from a direct referral from an established patient like you!

Writing your Testimonial.

Write your testimonial in your own words. Write as much or as little as you like. All of your comments are greatly appreciated!

Having trouble getting started? Consider the follow questions.

- How much trouble did you have before you came to ACCA? How was your life affected by your problem? Had you tried other treatments or doctors without success?
- How did your treatment plan help you? How comfortable were your treatments? How quickly did you improve, and by how much?
- How has your life changed as a result of your treatment? Is there anything you have been able to do that you previously could not?
- How much do you like our doctors, staff and facility? How well did we explain everything? We're we compassionate, supportive and caring? Was our facility and equipment clean, comfortable, comprehensive and state-of-the-art?
- How strongly would you recommend us to other and why?

Giving your permission.

We need your permission to share your story, name and any other information you've provided.

Please sign and use the last page to tell us exactly how we can share your story. You may opt to only have your initials visible when your story is shared.

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Share your story.

Thank you for helping others by sharing your experience in our clinic.

Name _____ Signature _____ Date _____

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Patient Name: _____

Address: _____

Date of Birth: _____

Agreement & Release for Marketing Services

The purpose of this document is to confirm the agreement between the individual listed above (“Patient”) and American Chiropractic Clinic – Austin, LLC (“Clinic”) regarding the use of Patient’s testimonial, name, and likeness for marketing, promotion and advertising purposes on behalf of the Clinic. The following are the terms to which both parties agree regarding the use of said testimonial.

1. The term of this Agreement is for a period of one year, beginning on _____, 20____. This Agreement will automatically renew annually unless a request for non-renewal is made in writing by either party.

2. Patient agrees to irrevocably assign and grant to Clinic, its affiliates, licensees and assigns, the royalty-free right and permission to use Patient’s initials, first name, full name, likeness, and Patient’s audio-visual, audio and written testimonial or endorsement for, in and in connection with marketing, promotion and advertising for and on behalf of Clinic. There will be no need to seek any further consent or approval from Patient following execution of this Agreement.

3. Clinic may modify the content of Patient’s testimonial statements to accommodate legal, technical and artistic requirements, so long as such modifications do not materially change the content or meaning of Patient’s testimonial.

4. Patient irrevocably waives any right to control the manner, time or place the Patient’s testimonial may be used, and waives any editorial rights and any right to inspect and/or approve the finished marketing, promotional or advertising product(s) in which Patient’s testimonial is utilized.

5. For due consideration, the sufficiency of which is hereby acknowledged, on Patient’s own behalf and on behalf of Patient’s heirs, successors and assigns, **PATIENT HEREBY FULLY RELEASES** Clinic and its corporate parents, subsidiaries, and affiliates and their respective agents, representatives and employees and each of them, from any claim arising in connection with your participation in Clinic’s marketing campaigns including, without limitation, personal injuries, death, economic injury, and property damage, and including but not limited to claims based on publicity rights,

invasion of privacy, defamation, and direct, indirect, special, incidental, or consequential damages, whether in contract, warranty or tort.

6. THIS IS A FULL, COMPLETE, AND GENERAL RELEASE that applies to all claims, whether known or unknown, related to Patient's participation in this marketing campaign, and Patient hereby waives any right to challenge this release on the grounds that it is a general release and/or a release of unknown claims.

7. Patient agrees that he/she has been fully informed of, and fully understands all the terms and conditions of this general release, and except for the compensation that Patient has been offered and has agreed to accept for participation in Clinic marketing campaigns as described in this Agreement, that no promise or representation of any kind has been made to Patient by anyone in consideration for this release.

8. If any provision or any remedy in this Agreement is determined invalid under applicable law, that provision will be inapplicable and deemed omitted, but the remaining provisions will be effective in accordance with their manifest intent.

9. PATIENT ATTESTS AND AFFIRMS THAT PATIENT AGREES TO INDEMNIFY AND HOLD HARMLESS the Clinic, its corporate parents, subsidiaries, and affiliates, and its agents, representatives and employees and each of them against any loss, damage, or expenses, including court costs and reasonable attorney's fees, that any of them suffer as a result of any acts or omissions by Patient in connection with Clinic's marketing campaigns, including but not limited to any false or deceptive statements made by Patient.

10. Any notices or other communications given pursuant to this Agreement shall be in writing and shall be sent by regular mail to Patient or Clinic.

By signing below, I acknowledge that I have read and fully understand the contents of this letter and agree that it constitutes the entire agreement between Patient and Clinic, and that any changes to this Agreement must be made in writing and signed by both Patient and Clinic.

Patient:

Name: _____

Signature: _____

Date: _____

Clinic:

Name: _____

Title: _____

Signature: _____

Date: _____