

5. Releasor agrees to have the procedure be filmed or otherwise recorded for purposes of historical record.

6. This terms and provisions of this Agreement shall be binding upon the parties and their heirs, successors and assigns and shall be governed by Arizona law without regard to conflict of law principles.

7. Unless certain exceptions are so stated in writing, RSM/RS and Releasor agree that neither party shall divulge, disclose, publicize or, in any manner, make reference to this Agreement, the terms of this Agreement, the fact that any claims were made, or any of the specific allegations of the claims, except as may be necessary to effectuate the terms of this Agreement. Notwithstanding the above, a party to this Agreement may disclose the terms of this Agreement, or the circumstances or events leading up to this Agreement, if required to do so by law.

8. Any controversy arising from this Agreement will be conclusively determined by arbitration in Houston, Texas, in accordance with the Rules of the American Arbitration Association. The Arbitrator's decision must be delivered in writing accompanied by written findings of fact and conclusions of law. The prevailing party shall be awarded his, her or its costs and reasonable attorneys' fees.

9. The Releasing Party acknowledges that he/she is signing this Agreement freely and voluntarily, with full knowledge and understanding of all of its terms.

10. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous discussions or agreements. This Agreement, including this paragraph, may be amended or modified only by a written instrument signed by both of the parties or their authorized representatives. If any court rules that any provision of this Agreement is invalid or unenforceable, that ruling shall not affect the validity or enforcing of any other provision of this Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

Releasor Signature _____

Releasor Printed Name _____

Date: _____