Photography, Video & Marketing Media Release

Steve Truman DDS Inc — D Street Dental, San Rafael, California

> **PRODUCTION / TYPESETTING NOTE (do not delete; remove only after layout is set).** Under the California Confidentiality of Medical Information Act (CMIA, Civil Code § 56.11(b)), this authorization must be printed in **at least 14-point type** and must **appear separately from any other language** on the page. When this form is laid out as a PDF or print piece: (1) set the body, the CMIA block (Section 9), and all signature blocks (Sections 11–12) in **14-point font or larger**; (2) keep this authorization visually segregated from any other intake or consent forms — do not run it together with unrelated paperwork on the same page; and (3) confirm every **[BRACKET]** placeholder, including the duration default in Section 8, is filled in before the form is used.

This form lets you decide whether D Street Dental may take photos, video, or audio of you and use them to help others learn about our practice. Please read it carefully. You can ask us any question before you sign.

This is a **HIPAA marketing authorization** under 45 CFR § 164.508, a **California right-of-publicity consent** under California Civil Code § 3344, a **California Confidentiality of Medical Information Act (CMIA) authorization** under California Civil Code § 56.11, and a **consent to audio recording** under California Penal Code § 632.

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1. Patient Information

- Patient name (please print): **[____]**
- Date of birth: **[_____]**
- Patient phone: **[_____]**
- Patient email: **[_____]**

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2. What You Are Agreeing To

The information being authorized for use and disclosure is: photographic, video, and audio images of you — **your photograph, voice, and likeness** — including **inside-the-mouth (intraoral) images** and **before-and-after clinical photos** taken during your care at D Street Dental, together with **any first name you permit us to use** in Section 3. These images are part of your medical information.

By signing this form, you give permission to:

- **Photograph** you

- **Video record** you
- **Audio record** you (your voice)

This includes your **likeness** in any form, such as a recognizable image, silhouette, or composite.

Who may use and disclose these images, and who may receive them:

- **The persons authorized to use and disclose** these images are **D Street Dental and Steve Truman DDS Inc**, and the people we work with to do so (such as our staff, photographers, web team, and marketing partners).
- **The persons or classes authorized to receive** these images are the **operators and users of the platforms you check in Section 3** (for example, Instagram, Facebook, TikTok, YouTube, Google, Yelp, and Healthgrades) and — **because these are public marketing channels — the general public.** You understand that once an image is placed on a public channel, the audience is open-ended and cannot be limited.

We may lightly edit these images and recordings (for example, crop, adjust color, or add our logo) without changing their honest meaning.

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3. How We May Use Your Images (Choose What You Allow)

Please check each use you agree to. You may check some, all, or none. We will only use your images in the ways you check below.

- [ ] Our practice **website**
- [ ] Our **social media** accounts (such as Instagram, Facebook, TikTok, YouTube)
- [ ] **Online advertising** (such as Google or social media ads)
- [ ] **Printed brochures, flyers, mailers, and print ads**
- [ ] **Internal training** and education for our team
- [ ] **Before-and-after galleries** (in our office, on our website, or online)
- [ ] **Third-party review and listing sites** (such as Google, Yelp, or Healthgrades)
- [ ] **Other (please describe): [_____]**

We will use your images **only** for the specific uses you check above. Any use not checked here is not authorized.

You may also let us use your **first name only** alongside your image:

- [ ] Yes, you may use my first name with my image
- [ ] No, please keep my image anonymous

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4. No Payment and Waiver of Right-of-Publicity Claim

You understand that you **will not be paid** and will **receive no compensation** of any kind for the use of your photos, video, or audio. You give this permission freely.

You also understand that California Civil Code § 3344 protects the commercial use of a person's name, voice, signature, photograph, and likeness. **For the uses you have authorized above, you knowingly and voluntarily waive any claim for compensation or damages under California Civil Code § 3344 or related right-of-publicity law.**

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5. This Is Your Choice

Signing this form is **completely optional**. Your decision is voluntary.

Your dental treatment, your appointments, and what you pay will NOT change in any way based on whether you sign this form. If you choose not to sign, you will receive the same care. Treatment, payment, enrollment, and eligibility for benefits are **not** conditioned on signing this form.

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6. Your Right to Change Your Mind (Revocation)

You may **cancel (revoke) this permission at any time** by sending a written request to:

> **Dr. Steve Truman**, Privacy Officer D Street Dental **1099 D Street, San Rafael, CA 94901** Phone: **(510) 883-3011** | Email: **stevetrumandds@dstreetdental.com**

Please know:

- Your cancellation takes effect **going forward only (prospectively)** from the date we receive it.
- Your cancellation does **not apply to the extent that D Street Dental has already taken action in reliance on this authorization** before we received your written request.
- Once images have already been **printed, distributed, posted, or shared**, **we cannot recover, take back, or remove** those images.
- We **cannot control or remove** images that other people or websites have already copied or re-shared.
- Canceling does not undo any use that was allowed before we received your written request.

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7. The Internet Is Forever (Please Read)

You understand that once an image is posted online:

- It may be **copied, saved, screenshotted, and re-shared by other people indefinitely**.

- It may appear in places **beyond D Street Dental's control**.
- Even after we remove an image from our own pages, **copies may still exist elsewhere on the internet** and we cannot guarantee they will ever be deleted.

Patient initials confirming you have read and accept this section: [__]

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8. How Long This Permission Lasts (Duration / Expiration)

This authorization stays in effect until **[choose one]**:

- [ ] **[number]** years from the date I sign below
- [ ] A specific date: **[_____]**
- [ ] Until I revoke it in writing (no set expiration date)

If you do not choose, this authorization will expire **five (5) years from the date you sign below**, unless you revoke it sooner. **All durations run from the signature date in Section 10 (or Section 11 for a minor), not from the form version date.**

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9. California Confidentiality of Medical Information Act (CMIA) Authorization

(This section must be set in at least 14-point type and kept visually separate from other forms — see the Production Note at the top.)

Your intraoral and clinical before-and-after images are **medical information** protected by California's Confidentiality of Medical Information Act (Civil Code §§ 56 et seq.). California law requires your specific, separate permission before this medical information may be used or disclosed for marketing.

By signing this form, you specifically authorize D Street Dental and Steve Truman DDS Inc to use and disclose the medical-information images described in Section 2 for the specific marketing and educational uses you checked in Section 3. This authorization is:

- **Specific** to the images and uses described in Sections 2 and 3;
- **Voluntary**, and not a condition of your treatment or payment;
- **Revocable** in writing as described in Section 6;
- **Limited** to the duration you chose in Section 8.

You have the right to receive a copy of this authorization.

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10. Re-Disclosure Notice (HIPAA)

Once your information is shared based on this authorization, it may no longer be protected by the federal HIPAA privacy rule and could be re-shared by the person or company who receives it. Treatment, payment, enrollment, and eligibility for benefits are **not** conditioned on signing this form.

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11. Audio Recording — California Two-Party Consent (Penal Code § 632)

California law generally requires the consent of **all parties** before a confidential conversation may be recorded.

By signing this form, you consent to the audio recording of your communications at D Street Dental, and you waive any claim under California Penal Code § 632 (California's two-party / all-party consent law) as to the recordings authorized here. You understand this consent applies only to recordings made for the marketing and educational uses you checked in Section 3.

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12. Signatures

I have read and understood this form. I have had the chance to ask questions. I voluntarily agree to what I have checked above. I understand that I am entitled to a copy of this signed authorization.

Patient (or Personal Representative):

- Signature: **[_____]**
- Printed name: **[_____]**
- Date signed (this is the controlling effective date for duration in Section 8): **[_____]**

If signed by a personal representative (not the patient):

- Relationship to patient: **[_____]**
- Authority to sign (e.g., power of attorney, conservator): **[_____]**

> **Note for personal representatives:** Authority over a patient's healthcare treatment does not automatically include authority over commercial or marketing use of their image. The signer confirms that their authority extends to authorizing the marketing uses in this form. (Staff: verify this in Section 14.)

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13. Parent / Legal Guardian (Required if the Patient Is a Minor)

If the patient is **under 18**, a parent or legal guardian must sign below.

> **Important caution (please read):** D Street Dental strongly prefers **not** to use identifiable images of minors in public marketing. Whenever possible, we will use only anonymized images (for example, intraoral or clinical images that do not identify the child) or will decline to use a minor's image publicly at all. In custody or shared-decision situations, **both parents or legal guardians may need to sign**, and staff should confirm who holds authority to consent (see Section 14).

- Minor patient's name (print): **[_____]**
- Minor's date of birth: **[_____]**

Parent / Legal Guardian:

- Signature: **[_____]**
- Printed name: **[_____]**
- Relationship to minor: **[_____]**
- Date signed: **[_____]**

Second Parent / Legal Guardian (if required — e.g., shared custody):

- Signature: **[_____]**
- Printed name: **[_____]**
- Relationship to minor: **[_____]**
- Date signed: **[_____]**

Minor's own assent (where age-appropriate): If the minor is old enough to understand, we invite them to sign to show they agree.

- Minor's signature: **[_____]**
- Date: **[_____]**

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14. Practice Use Only

- Received by (staff name): **[_____]**
- Date received: **[_____]**
- Copy of signed form offered to patient: **- [ ]** Yes **- [ ]** Declined
- If signed by a personal representative — authority verified to extend to **marketing** use (not just treatment): **- [ ]** Yes **- [ ]** N/A
- If patient is a minor — signer(s) confirmed to hold consent authority; second guardian signature obtained if required by custody situation: **- [ ]** Yes **- [ ]** N/A
- Effective date of this authorization (= signature date): **[_____]**

D Street Dental — Steve Truman DDS Inc · 1099 D Street, San Rafael, CA 94901 · (510) 883-3011
Questions about your privacy rights? Contact our Privacy Officer, Dr. Steve Truman, at (510) 883-3011 or stevetrumandds@dstreetdental.com. Form version: June 26, 2026 · Effective date of any signed authorization is the patient's signature date, not this form version date.