

**Clayton Dabney for Kids with Cancer**  
**Liability Release and Indemnification Agreement**

The undersigned have requested Clayton Dabney for Kids with Cancer, including all of its volunteers, officers, directors, employees and agents (collectively referred to as "CD"), to fulfill a request for the benefit of the "Patient": \_\_\_\_\_.

Please describe the request in further detail below:

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The Patient and the following persons have requested that CD allow them to participate in the Request:  
*(If the request is for financial assistance, the portion below may be left blank.)*

- Participant #1 \_\_\_\_\_
- Participant #2 \_\_\_\_\_
- Participant #3 \_\_\_\_\_
- Participant #4 \_\_\_\_\_
- Participant #5 \_\_\_\_\_
- Participant #6 \_\_\_\_\_

*(The Patient and these named persons are collectively called the "Participants"). The parent(s) or legal guardian(s) of any minor Participants have signed below to bind themselves, their minor children, and their heirs, successors, assigns and estates to the conditions described in this Liability Release & Indemnification Agreement.*

The Patient's and/or his or her parent(s) or legal guardian(s) herein grant CD:

- Permission to obtain all medical information about the Patient which CD may determine necessary in connection with its consideration of this Request; and
- Further authorize all physicians and medical care providers, including \_\_\_\_\_ (Name of Patient's primary physician), to provide CD with requested medical information regarding the Patient.

Patient and his/her parent(s)/legal guardian(s) acknowledge and agree that CD may elect not to grant the Request based on medical and/or any other information whatsoever. In the event that the Request, or a modified form thereof, is granted by CD, Patient and his/her parent(s)/legal guardian(s) acknowledge and agree that fulfilling the Request is a gift made by CD.

The Participants understand that involvement and participation in the Request may involve risk of injury or harm to the Participants and agree this risk is fully assumed by the Participants. In addition, and in consideration of CD considering and/or granting the Request or a modified form thereof, the Participants hereby fully release and discharge, and indemnify and hold harmless, CD from any and all claims, liability, damages, suits and expenses (including reasonable attorney fees) of any kind, known and unknown, which may be connected with, result from, or arise out of the consideration, preparation, fulfillment or participation in the Request or any modified form thereof; this includes, but is not limited to, any issue with transportation, food, lodging, medical conditions, both physical and emotional, entertainment, photographs, accidental injury, and death. **THE INDEMNITY SET FORTH ABOVE SHALL APPLY NOTWITHSTANDING ANY ALLEGED OR PROVEN NEGLIGENCE ON CDF'S PART IN CONNECTION THEREWITH. THE INTENT OF THIS SENTENCE IS TO PROVIDE FOR AND PRESERVE APPLICATION OF SUCH INDEMNITY IN ACCORDANCE WITH ITS LITERAL TERMS.** For purposes of this paragraph, the parties indemnified and insured shall include CD, its officers, directors, volunteers, agents and employees.

Each of the Participants acknowledges reading and understanding this LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT prior to signing it, and each acknowledges that he or she has had the opportunity to have this Agreement reviewed by an attorney. Should this document be read aloud to or translated for any Participant unable to read it themselves, this Agreement shall also be signed by the individual reading aloud and/or translating this Agreement for any Participant to evidence such act and the Participant's understanding. For any minor Participants, the signature of their parent(s) or guardian is made both on behalf of the parent or guardian and on behalf of the minor. Each of the Participants agrees that no modification of this Release has been made orally or in writing and this Agreement accurately and fully expresses the understanding of each of the Participants. Should any Court declare any part, term, or provision of this Agreement invalid, void, or unenforceable, all remaining terms, parts, and provisions will remain in full force and effect.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant or Participant's Parent or Guardian

\_\_\_\_\_  
Printed Name of Participant or Participant Parent or Guardian

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant or Participant's Parent or Guardian

\_\_\_\_\_  
Printed Name of Participant or Participant Parent or Guardian

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant or Participant's Parent or Guardian

\_\_\_\_\_  
Printed Name of Participant or Participant Parent or Guardian

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant or Participant's Parent or Guardian

\_\_\_\_\_  
Printed Name of Participant or Participant Parent or Guardian

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant or Participant's Parent or Guardian

\_\_\_\_\_  
Printed Name of Participant or Participant Parent or Guardian

*If a translator is used, please see below:*

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Individual Reading Aloud for or Translating for Participant

\_\_\_\_\_  
Printed Name of Individual Reading Aloud for or Translating for Participant

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Individual Reading Aloud for or Translating for Participant

\_\_\_\_\_  
Printed Name of Individual Reading Aloud for or Translating for Participant