



CONSENT, RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

Brayden's Gift is a nonprofit organization offering financial support and services to individuals and families dealing with the financial burdens of autism ("Assistance"). In most cases this assistance is provided at a reduced rate directly through the organization or through referrals to professional providers. The organization requests that the individual, who has been diagnosed with autism and identified below ("Individual") and/or the Individual's parent or legal guardian execute this Consent, Release, Waiver and Indemnification in consideration for the Assistance.

No Warranty or Guarantee or Medical Advice

I understand that no warranty or guarantee has been made to me as to the results of the Assistance or as to any improvement in the condition of the Individual. We are not medical professionals, nurses or physicians and we do not warrant or guarantee any results, conditions, medical outcomes or results whatsoever. The organization is not a medical organization and cannot give medical advice. Information, recommendations, articles, videos or comments would not be viewed as medical advice and I agree that I am voluntarily participating in the programs suggested at my own risk.

Consent

I, as the parent and/or guardian of the Individual, agree and consent for the Individual to receive Assistance including but not limited to, evaluation and various treatments which may be deemed advisable, which may result in injury or illness to the individual. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

Release of Claims

I, on behalf of myself and my representatives, executors and administrators, do hereby absolutely, fully and forever release, relieve, waive, relinquish and discharge the organization, the hospital/venue, general volunteers, contracted technicians, physicians and their respective agents, employers, servants, employees, representatives, trustees, administrators, successors, partners, principals, officers, directors, shareholders, parents, subsidiaries and affiliates and each of them, of and from any and all actions or causes of action, actual or alleged claims, judgements, demands, debts loses obligations, liabilities, cost expenses, sums of money, damages and/or liens for any kind or undiscovered, accrued, or un-accrued, suspected or unsuspected, which either party may now have claim to have, or which may involve or related to the performance, interpretation and communication of the results of the Assistance.

Waiver

I understand and agree that this Consent, Release, Waiver and Indemnification Agreement as set forth heron is intended to be a full general release of and all claims of every kind whatsoever, known or unknown, discovered or undiscovered, suspected or unsuspected, arising out of, in connection with, in consequences of, in any way involving, or related to the performance interpretation and communication

of results of the Assistance. I understand and acknowledge that I am expressly waiving my rights under state and federal laws to the full extent that I may lawfully waive all such rights and benefits pertaining to the subject matter hereof.

Indemnification

I, individually, and/or on behalf of my spouse, heirs, representatives, executors, administrators, assigns, and next of kin hereby agree to indemnify, defend, and hold harmless the organization and its employees, agents, officers, directors, and representatives (in their official or individual capacities), including but not limited to coordinators, planners, volunteers, contractors, subcontractors, promoters, and sponsors, from any and all liability, loss, damage, costs and expenses, including attorney fees, which arise out of, occur during or are in any way connected with my participation, whether or not caused by any act, omission or negligence of the organization, or the action or inaction of any third party.

Non Discrimination

The organization does not and shall not discriminate on the bases of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing staff, selection of volunteers or vendors, and provision of services. The organization is committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors and clients.

Jurisdiction and Venue

This Agreement shall be governed by and construed and enforced in accordance with the laws (other than the laws governing conflict of law questions) of the State of Texas. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas. Any legal proceeding between the parties shall be brought in the state or federal courts in Randall and Potter County, Texas.

Consent to Disclosure of Health Information

I hereby authorize the organization and any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau Inc, or other health care clearinghouse that has provided or will provide treatment or services to the Individual, to share, give, disclose and release to the organization or any third party provider, without restriction, all of the individual's identifiable health information and medical records regarding any past, present or future medical or mental health condition. I intend this release to be treated as I would be treated with respect to my rights regarding the use and disclosure of the Individual's identifiable health information and other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42, U.S.C. 1320d and 45 C.F.R. 160.164.

Acknowledgement

I certify that I have read this form or have had it read to me, that the blank spaces have been filled in and I understand its contents. I acknowledge that the volunteers, including but not limited to Brayden's Gift as well as technical assistants, physicians and health care providers are providing assistance that are

not administered for or are in expectation of full cost compensation and the assistance are being provided in exchange for immunity from civil liability or limitations on the recovery of monetary damages for any act or omission resulting in death, damage or injury. I, The undersigned parent and/or legal guardian, affirm that I am freely signing this Consent, Release, Waiver and Indemnification Agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights** and/or remedies which may otherwise be available to myself and/or the minor participant regarding any losses the participant may sustain as a result of participation in the activity. I have had the opportunity to consult an attorney of my choice before signing. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

READ BEFORE SIGNING

Name of Minor: _____

Age of Minor: _____

Signature of Parent/Guardian: _____

Printed Name of Parent/Guardian: _____

Date: _____

Please complete the form and mail to:

Brayden's Gift
P.O. Box 51182
Amarillo, Tx 79159