

NICK AND KELLY CHILDREN'S HEART FUND

1321 East Bayview Drive

Tempe, Arizona 85283

Tel. (480) 838-1529

CONSENT, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Agreement (Agreement) is made by the Nick and Kelly Children's Heart Fund, and the undersigned parent, as natural guardian, or legal guardian (Releasor) on behalf of the child whose name appears below (the child) in relation to the child's attending the family Heart Talk Conference at the Phoenix Zoo on March 3, 2012

Releasor understands that there are risks and dangers inherent to attending the conference and/or participating in the activities offered at the conference through the financial and other assistance provided by the Nick and Kelly Children's Head Fund, and that such risks may be higher in children with congenital heart disease or heart rhythm abnormalities. Releasor also understands that in order for the child to be allowed to attend the conference and participate in the activities offered at the conference, Releasor must give up Releasor's rights to hold the Nick and Kelly Children's Heart Fund liable for any injury or damage which the child may suffer while attending the conference and/or participating in the activities offered at the conference

KNOWING THIS, AND IN CONSIDERATION OF THE CHILD BEING PERMITTED TO ATTEND THE CONFERENCE AND/OR PARTICIPATE IN THE ACTIVITIES OFFERED AT THE CONFERENCE THROUGH THE FINANCIAL AND OTHER ASSISTANCE PROVIDED BY THE NICK AND KELLY'S CHILDREN'S HEART FUND THE CHILD AND RELEASOR HEREBY VOLUNTARILY RELEASE THE NICK AND KELLY CHILDREN'S HEART FUND FROM ANY AND ALL LIABILITY RESULTING FROM OR ARISING OUT OF THE CHILD ATTENDING AND/OR PARTICIPATING IN THE ACTIVITIES OFFERED AT THE CONFERENCE, AND WHILE TRAVELING TO AND FROM THE CONFERENCE.

Releasor further understands and agrees that the child and Releasor are releasing not only the Nick and Kelly Children's Heart Fund, but also the Officers, Advisors, Agents, and employees of the Nick and Kelly Children's Heart Fund.

Releasor further understands and agrees that this Release will have the effect of releasing, discharging, waiving and forever relinquishing any and all actions or causes of action that Releasor may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by Releasor, arising out of the child attending the conference and/or participating in the activities offered at the conference. THIS RELEASE CONSTITUTES A COMPLETE RELEASE, DISCHARGE, AND WAIVER OF ANY AND ALL ACTIONS OR CAUSE OF ACTION AGAINST THE NICK AND KELLY CHILDREN'S HEART FUND, ITS OFFICERS, AGENTS ,ADVISORS AND EMPLOYEES.

Releasor further understands and agrees that this Release applies to personal injury, property damage, or wrongful death, which the child may suffer, even if caused by the acts or omissions of others.

Releasor further understands and agrees that by signing this Release, Releasor is assuming full responsibility for any and all risk of death or personal injury and property damage suffered by the child while attending the conference and/or participating in the activities offered at the conference.

Releasor further understands and agrees that this Release will be binding upon Releasor, Releasor's Spouse, if any, Releasor's heirs, Releasor's Persona, Representative, Releasor's Assigns, and Releasor's descendents and any guardian, including any guardian ad litem for Releasor's descendents.

Releasor further understands and agrees that by signing this Release, Releasor is agreeing to Release, indemnify and hold the Nick and Kelly Children's Heart Fund, its Officers, Agents, Advisors, and employees harmless from any and all liability and cost, including attorney's fees, associated with or arising from the child attending the conference and/or participating in the activities offered at the conference.

Releasor further understands and agrees that by signing this Release on behalf of the child, Releasor will be giving up the same rights for the child as Releasor would be giving up if Releasor signed this document on his or her behalf.

Releasor consents to the use by the Nick and Kelly Children's Heart Fund any and all photographs taken of the child while attending the conference, for publicity and other purposes relating to the promotion of the Nick and Kelly Children's Heart Fund.

Releasor acknowledges that Releasor has read this Release Agreement and that Releasor understands the words and language in it. Releasor has been advised of the potential dangers incidental to the child attending the conference and/or participating in the activities offered at the conference.

Parents are responsible for providing child care for their children who are under the age of five. No children will be allowed at the adult lectures.

Below please complete the information regarding children ages 5-17 who will be attending the conference.

Child's Name \_\_\_\_\_ Child's Name \_\_\_\_\_

Child's Name \_\_\_\_\_ Child's Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Relationship to Child \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_