

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 Catalina Island Camp which is operated by Camp Del Corazon, Inc.

Releasor understands that there are risks and dangers inherent in attending summer camp and/or participating in the activities offered at Catalina Island Camp through the financial and other assistance provided by the Nick and Kelly Children's Heart 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 summer camp and participate in the activities offered at Catalina Island Camp, 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 summer camp and/or participating in the activities offered at Catalina Island Camp.

KNOWING THIS, AND IN CONSIDERATION OF THE CHILD BEING PERMITTED TO ATTEND SUMMER CAMP AND/OR PARTICIPATE IN THE ACTIVITIES OFFERED AT CATALINA ISLAND CAMP, THROUGH THE FINANCIAL AND OTHER ASSISTANCE PROVIDED BY THE NICK AND KELLY 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 SUMMER CAMP AND/OR PARTICIPATING IN THE ACTIVITIES OFFERED AT CATALINA ISLAND CAMP, AND WHILE TRAVELING TO AND FROM THE CATALINA ISLAND CAMP.

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 summer camp and/or participating in the activities offered at Catalina Island Camp. 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 summer camp and/or participating in the activities offered at Catalina Island Camp.

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

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 summer camp and/or participating in the activities offered at Catalina Island Camp.

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 own behalf.

Releasor consents to the use by the Nick and Kelly Children's Heart Fund any and all photographs taken of the child while in transit to and from the Catalina Island Camp, and while attending the Catalina Island Camp, 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 summer camp and/or participating in the activities offered at Catalina Island Camp.

Child's Name _____

Print Name _____

Sign Name _____ Dated _____

Relationship to Child _____

Witness _____ Dated _____