

NICK AND KELLY CHILDREN'S HEART FUND

1321 East Bayview Drive

Tempe, Arizona 85283

Tel. (480) 838-1529

CONSENT, RELEASE, AND WAIVER OF LIABILITY AGREEMENT

This Consent, Release, and Waiver of Liability Agreement (**Waiver**) is made by 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 Nick and Kelly Children's Heart Fund's use of photographs relating to the Nick and Kelly Children's Heart Fund activities and other events, which photographs, among other things, may include photographs of the child and other children.

Releasor acknowledges that the Nick and Kelly Children's Heart Fund (the **Fund**) intends to use such photographs on the Fund's web page, and also to use the photographs at future fundraising events of the Fund, at educational and family support events in which the Fund participates, in the Fund's newsletter or in any videos or any media coverage utilized by the Fund and other activities relating to the Fund. Releasor further understands that such use of the photographs may be accompanied by the first name of Releasor, if depicted in the photograph, information where the photograph was taken, the age of Releasor if included in the photograph, and a description of the Fund's sponsored activities in which the Releasor has participated.

KNOWING THIS, AND FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY EXPRESSLY ACKNOWLEDGED BY RELEASOR, THE CHILD AND RELEASOR HEREBY VOLUNTARILY RELEASES THE FUND FROM ANY AND ALL LIABILITY RESULTING FROM OR ARISING OUT OF THE FUND'S USE OF PHOTOGRAPHS AND RELATED INFORMATION, AS DESCRIBED ABOVE.

Releasor further understands and agrees that the child and Releasor are releasing not only the Fund, but also the Officers, Advisors, Agents, and employees of the 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 Fund's use of the photographs or related information as described above. THIS RELEASE CONSTITUTES A COMPLETE RELEASE, DISCHARGE AND WAIVER OF ANY AND ALL ACTIONS OR CAUSE OF ACTION AGAINST THE FUND, ITS OFFICERS, AGENTS, ADVISORS AND EMPLOYEES.

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 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 acknowledges that Releasor has read this Release Agreement and that Releasor understands the words and language in it.

Child's Name _____

Print Name _____

Sign Name _____ Dated _____

Relationship to Child _____

Witness _____ Dated _____