

LIABILITY RELEASE AND AUTHORIZATION RE: MEDICAL INFORMATION AND PUBLICITY

The undersigned have requested that the Make-A-Wish Foundation $^{ ext{@}}$ of
Eastern North Carolina, as well as the Make-A-Wish Foundation of America, all licensed
chapters and affiliates thereof, and their respective volunteers, officers, directors
employees and agents (collectively, "Make-A-Wish"), fulfill a wish (the "Wish") for
("Wish Child"). The Wish Child and the following people (collectively, "Participants"
have requested that Make-A-Wish allow them to participate in the Wish: (indicate names
of potential wish participants)

Participants, and the parents or legal guardians of the Wish Child and any minor Participants, are signing this Liability Release and Authorization Re: Medical Information and Publicity ("Release and Authorization") to bind themselves, their minor children, their heirs, successors, assigns and estates to the conditions described herein.

Liability Release

Participants understand that involvement in the Wish may entail risk of injury or harm to the Participants and agree that this risk is fully assumed by the Participants. In addition, and in consideration of Make-A-Wish considering the Wish and, if it so determines, granting the Wish, the Participants hereby release and agree to hold Make-A-Wish harmless for, from and against any and all liability, damages and claims ("Claims") 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 Wish. This includes, but is not limited to, Claims involving economic loss, illness or medical condition, accidental injury or death.

Authorization re: Medical Information

The parents or legal guardians of Wish Child: (1) grant Make-A-Wish permission to obtain all medical information about Wish Child that Make-A-Wish deems necessary for consideration or fulfillment of the Wish; (2) authorize all healthcare providers, including Wish Child's primary physician, to provide Make-A-Wish with all such information regarding Wish Child; and (3) agree to sign any additional medical authorization forms that may be required by Wish Child's healthcare provider(s).

Publicity Authorization

Participants understand and agree that fulfillment of the Wish may result in publicity, whether or not Make-A-Wish actively takes steps to publicize the Wish. However, to the extent Make-A-Wish has control over the matter, Wish Child's parents or guardians are asked to choose between the following two alternatives. [*Note*: By signing this Release and Authorization, all other Participants (or their parents/guardians if under the age of 18) agree to be bound by the "publicity option" chosen by Wish Child's parents or legal guardians.]

OPTION 1 [Publicity O.K.]: Participants authorize Make-A-Wish to publicize the Wish and to use Participants' names, likenesses and other information about Participants and the Wish (including Wish Child's medical condition), whether embodied in photographs, videotapes, recordings or any other format (collectively, "Information"), for purposes of promotion, publication, commercial advertising, or any other purpose whatsoever, now or at any time in the future. Participants understand and agree that Make-A-Wish may use any such Information: (1) in all manner and media whatsoever, whether now known or hereafter invented, including electronic and print media and the Internet; (2) with or without Participants' names; (3) without the payment of royalties or other compensation to anyone; and (4) without the need to notify them or to seek further approval before doing so.

Initials of Wish Child's parents/ guardians if <u>authorizing</u> publicity:

OPTION 2 [Pro	efer no publicity]: Participants request that information about their
involvement in the V	Vish not be actively publicized by Make-A-Wish to the electronic or
print news media, po	osted on the Internet, or used in Make-A-Wish "collateral" such as
newsletters, brochur	es, annual reports, etc. However, each Participant understands and
agrees: (1) that info	ormation regarding the Wish and Participants will necessarily be
discussed with and d	isclosed to those involved in the wish process; (2) that Make-A-Wish
may publicly describ	e and promote the Wish generally, without specifically identifying
Participants; and (3)	that even if Make-A-Wish does not actively publicize the Wish, the
general public and m	edia may obtain information concerning Participants' involvement in
the Wish from other	sources.
Initials of Wish Child's po	
if prefer Wish <u>not</u> be act	ively publicized:
•	edge reading and understanding this Release and Authorization. For
	ny minor Participants, the signature of their parent or guardian is on
behalf of the parent	/guardian and on behalf of the minor. Participants agree that this
Release and Authoriz	ration fully and accurately expresses their understanding and has not
been modified orally	or in writing.
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Date	Parent/Legal Guardian of Wish Child
Date	Parent/Legal Guardian of Wish Child
Dete	Other Adult Dentinie and (if any)
Date	Other Adult Participant (if any)
 Date	Other Adult Participant (if any)
Dute	Other Addit Furticipant (i) dily)
 Date	Other Adult Participant (if any)
	(,,,)
 Date	Parent/Legal Guardian of Other Minor Participant (if any)
Date	Parent/Legal Guardian of Other Minor Participant (if any)