



**LIABILITY RELEASE AND
AUTHORIZATION RE: MEDICAL
INFORMATION AND PUBLICITY**

The undersigned have requested that the Make-A-Wish Foundation[®] of _____, 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 **authorizing publicity**:* _____

☐ **OPTION 2 [Prefer no publicity]:** Participants request that information about their involvement in the Wish not be actively publicized by Make-A-Wish to the electronic or print news media, posted on the Internet, or used in Make-A-Wish “collateral” such as newsletters, brochures, annual reports, etc. However, each Participant understands and agrees: (1) that information regarding the Wish and Participants will necessarily be discussed with and disclosed to those involved in the wish process; (2) that Make-A-Wish may publicly describe 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 media may obtain information concerning Participants’ involvement in the Wish from other sources.

*Initials of Wish Child’s parents/guardians
if prefer Wish not be actively publicized:* _____

Participants acknowledge reading and understanding this Release and Authorization. For the Wish Child and any 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 Authorization fully and accurately expresses their understanding and has not been modified orally or in writing.

| | |
|----------------------|---|
| _____ <i>Date</i> | _____ <i>Parent/Legal Guardian of Wish Child</i> |
| _____ <i>Date</i> | _____ <i>Parent/Legal Guardian of Wish Child</i> |
| _____ <i>Date</i> | _____ <i>Other Adult Participant (if any)</i> |
| _____ <i>Date</i> | _____ <i>Other Adult Participant (if any)</i> |
| _____ <i>Date</i> | _____ <i>Other Adult Participant (if any)</i> |
| _____ <i>Date</i> | _____ <i>Parent/Legal Guardian of Other Minor Participant (if any)</i> |
| _____ <i>Date</i> | _____ <i>Parent/Legal Guardian of Other Minor Participant (if any)</i> |