



by the Participants. In addition, and in consideration of CDF considering and/or granting the Request or a modified form thereof, the Participants hereby fully release and discharge, and indemnify and hold harmless, CDF from any and all claims, liability, damages, suits and expenses (including reasonable attorneys fees) 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 Request or any modified form thereof; this includes, but is not limited to, any issue with transportation, food, lodging, medical conditions, both physical and emotional, entertainment, photographs, accidental injury, and death. **THE INDEMNITY SET FORTH ABOVE SHALL APPLY NOTWITHSTANDING ANY ALLEGED OR PROVEN NEGLIGENCE ON CDF'S PART IN CONNECTION THEREWITH. THE INTENT OF THIS SENTENCE IS TO PROVIDE FOR AND PRESERVE APPLICATION OF SUCH INDEMNITY IN ACCORDANCE WITH ITS LITERAL TERMS.** For purposes of this Paragraph, the parties indemnified and insured shall include CDF, its officers, directors, volunteers, agents and employees

Each of the Participants acknowledges reading and understanding this LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT prior to signing it, and each acknowledges that he or she has had the opportunity to have this Agreement reviewed by an attorney. Should this document be read aloud to or translated for any Participant unable to read it themselves, this Agreement shall also be signed by the individual reading aloud and/or translating this Agreement for any Participant to evidence such act and the Participant's understanding. For any minor Participants, the signature of their parent(s) or guardian is made both on behalf of the parent or guardian and on behalf of the minor. Each of the Participants agrees that no modification of this Release has been made orally or in writing and this Agreement accurately and fully expresses the understanding of each of the Participants. Should any Court declare any part, term, or provision of this Agreement invalid, void, or unenforceable, all remaining terms, parts, and provisions will remain in full force and effect.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Patient or Patient's Parent or Guardian

\_\_\_\_\_  
Printed Name of Patient or Patient's Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Patient or Patient's Parent or Guardian

\_\_\_\_\_  
Printed Name of Patient or Patient's Parent or Guardian

Please send all completed Request forms to:

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Clayton Dabney Foundation for Kids with Cancer  
6500 Greenville Ave. Suite 342  
Dallas, Texas 75206  
Fax: 214-217-5199

01/15/2009

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant or Participant's Parent or Guardian

\_\_\_\_\_  
Printed Name of Participant or Participant Parent or  
Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant or Participant's Parent or Guardian

\_\_\_\_\_  
Printed Name of Participant or Participant Parent or  
Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant or Participant's Parent or Guardian

\_\_\_\_\_  
Printed Name of Participant or Participant Parent or  
Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Signature of Individual Reading Aloud for or  
Translating for \_\_\_\_\_  
Participant**

\_\_\_\_\_  
**Printed Name of Individual Reading Aloud for or  
Translating for \_\_\_\_\_  
Participant**

Please send all completed Request forms to:

3

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