AGREEMENT/RELEASE OF LIABILITY

Please Read Completely and Sign

1. Granting of Wish. Libby's Legacy Breast Cancer Foundation (LLBCF) agrees to pursue the fulfillment of the Wish of the person named above ("Recipient") in accordance with the terms and conditions of this agreement. LLBCF reserves the right in its sole discretion, to decide which of the wishes, if any, will be granted.

2. Permission to Disclose Medical Condition. The recipient grants LLBCF the right to disclose his/her diagnosis to the extent necessary in the preparation, fulfillment and execution of the wish. Furthermore, the recipient grants LLBCF permission to obtain all medical information about the recipient which LLBCF and the recipient may feel necessary for consideration or fulfillment of the wish.

3. Relatives/Friends. No person may accompany the recipient during any portion of the wish fulfillment, unless specifically agreed to in writing between the parties. All parties accompanying the recipient who receive benefits from LLBCF must sign the release form attached.

4. Waiver. The recipient and participants accompanying the recipient hereby waives any and all rights he or she may have or may hereafter acquire against Libby's Legacy Breast Cancer Foundation, its officers, directors, agents, and employees arising out of any injury, harm, damages, or losses suffered by the recipient, family, friends, or any of them, arising out of or in any way related to LLBCF preparation, execution or fulfillment of the Wish, regardless of whether such loss or harm is caused by the active, passive or gross negligence of LLBCF or any other person.

5. Release. Recipient, relatives or friends, together, and each of them individually, does hereby forever release and remise Libby's Legacy Breast Cancer Foundation , its officers, directors, agents, and employees from any and all claims, lawsuits, damages, or losses arising out of or in any way related to Libby's Legacy Breast Cancer Foundation preparation, execution or fulfillment of the Wish, regardless of whether such loss or damage is caused by the active, passive or gross negligence of Libby's Legacy Breast Cancer Foundation or any other person.

6. Indemnity. Recipient, relatives or friends, together and each of them individually, hereby agree to indemnify and hold harmless Libby's Legacy Breast Cancer Foundation, its officers, directors, agents, and employees of

and from any and all losses suffered by Libby's Legacy Breast Cancer Foundation, its officers, directors, agents, and employees as the result of any claim, lawsuit, or action arising out of or relating in any manner to Libby's Legacy Breast Cancer Foundation's preparation, execution and fulfillment of the Wish, or to breach by Recipient, relatives or friends of the representations and warranties contained in Paragraph 9 of this agreement. Said hold harmless and indemnity includes, but is not limited to, reasonable attorneys fees and costs incurred by LLBCF, its officers, directors, agents, and employees in retaining attorneys of LLBCF choice to defend any and all such claims, lawsuits, and actions.

7. Wish Expenses. The expenses LLBCF has agreed to pay for are those foreseeable (such as cost of trip, travel arrangements & related fees) and directly related to the fulfillment of the Wish. Recipient, relatives or friends, together understand that they may be forced to incur substantial expenses as a result of unforeseen events or circumstances beyond LLBCF's control, especially if fulfillment of the Wish involves travel. LLBCF shall not have any responsibility or liability for expenses incurred by Recipient, relatives or friends which have not been expressly assumed by LLBCF pursuant to the Agreement, which have been caused by unforeseen events, or circumstances beyond LLBCF control. For example, a particular Wish may contemplate Libby's Legacy Breast Cancer Foundation's paying for certain specific expenses for a specific period of time while Recipient is traveling away from home. If Recipient's medical condition deteriorates so that immediate hospitalization is necessary, recipient may be forced to remain away from home longer than the period of time contemplated by the Wish. In that event, it will be the sole responsibility of the recipient to pay for all expenses in excess of those for which Libby's Legacy Breast Cancer Foundation has agreed to pay, whether medically-related, for meals and lodgings, including hospitalization, or for other goods, or services of any nature.

8. Fundraising. As a participant in Libby's Legacy Breast Cancer Foundation's program, a fundraising campaign may be undertaken in your community, with your prior approval, to raise money and/or Frequent Flyer Miles to fulfill the Wish. Money raised will be used for your Wish with any funds or miles raised above the allocation to be used for other women's wishes.

9. Representations and Warranties. Recipient, relatives or friends together and each of them individually, make the following representation and warranties to LLBCF. **(a)** They have made a true and full disclosure of medical condition to LLBCF. **(b)** They will notify LLBCF if and when

Recipient's medical condition should deteriorate at any time prior to fulfillment of the Wish. **(c)** They are carrying, or during the fulfillment of the Wish shall be carrying, full medical insurance, including any additional coverage which may be required as a result of fulfillment of the Wish, or that they assume the risk and personal responsibility of failing to carry adequate medical insurance. **(d)** If fulfillment of the Wish involves travel, they are able to bear the financial burden of the substantial expenses which they may be forced to personally incur as a result of unforeseen circumstances or events beyond LLBCF's reasonable control (more fully explained in Paragraph 7), or that they assume the risk and personal responsibility for such expenses. **(e)** Recipient has not previously been granted a Wish by LLBCF or another charitable wish-granting organization; and **(f)** In requesting LLBCF to fulfill the Wish, they are not relying upon nor have they received any counsel or advice from LLBCF with respect to the advisability of or the risks attendant to the Wish.

10. Termination of Wish. Libby's Legacy Breast Cancer Foundation reserves the right, in its sole and absolute discretion, to abort preparation or fulfillment of the Wish at any time after the signing of this Agreement, if LLBCF should determine that **(a)** fulfillment of the Wish will endanger the health and safety of Recipient or of others; **(b)** the Recipient is or will be incapable of utilizing the goods, services, or activities related to the Wish; **(c)** events or circumstances render it impractical, imprudent, or inadvisable to fulfill or continue to fulfill the Wish; or **(d)** Recipient has breached any of the representations and warranties contained in paragraph 9 of this Agreement. In the event LLBCF aborts preparation, or fulfillment of the Wish, Recipient, relatives and friends agree that LLBCF shall not be held liable or responsible for any expenses which Recipient, relatives and friends may have incurred in contemplation of LLBCF's fulfilling the Wish.

11. Further Assurances. Recipient, relatives and friends agree that they shall, at the request of LLBCF, execute and deliver to LLBCF all further documents that Libby's Legacy Breast Cancer Foundation deems necessary or appropriate in order to prepare, execute and fulfill the Wish.

12. Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed to the original.

13. **Amendment**. This Agreement shall not be modified, amended, or superseded, except by a writing executed by the parties.

14. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

15. Binding Effect. This Agreement is binding on all heirs, successors, representatives, and assigns of each and all parties hereto.

16. Severability. If any portion of this Agreement shall be determined to be invalid or unenforceable, all other portions shall remain valid and enforceable.

17. **Entire Agreement**. This Agreement constitutes the entire Agreement and understanding of the parties with respect to the transaction contemplated hereby, and supersedes all prior agreements, arrangements and understandings related to the subject matter. No representation, promise, inducement or statement of intention has been made by any of the parties hereto not embodied in this Agreement, and no party shall be bound by or liable for any alleged representation, promise, inducement or statements of intention not set forth or referred to herein.

18. Captions. The Captions appearing in this Agreement are for convenience and ease of reference only. They in no way describe, limit or extend this Agreement or any of its provisions.

19. Grant of Right of Publicity. PARTICIPANTS UNDERSTAND AND AGREE THAT FULFILLMENT OF THE WISH MAY RESULT IN PUBLICITY, WHETHER OR NOT Libby's Legacy Breast Cancer Foundation ACTIVELY TAKES STEPS TO PUBLICIZE THE WISH.

LLBCF strives to be respectful to patients and wish recipients. Images, information and details related to wish-granting will be used to further publicize services available to Stage 4 breast cancer patients.

OPTION 1: The Wish Recipient and participants hereby irrevocably authorize Libby's Legacy Breast Cancer Foundation to: **(a)** publicize and use participants' likenesses, voices and features, with or without their names, for any publications, promotion, trade, business use, or any other purpose whatsoever; **(b)** to photograph, videotape, film, and record each participant in any manner LLBCF chooses; **(c)** to copyright, convey or otherwise distribute, now or in the future, any such material involving the

participants for any purpose to anyone, including the general public, magazines, newspapers, television, radio stations, or anyone else; **(d)** to publicize, now or in the future, the names of the participants including information regarding them, their physical or emotional conditions and the details of any wish granted. LLBCF's Recipient and each of the participants agrees that it is not necessary for LLBCF or anyone else to contact them prior to releasing any information authorized by this document. Each of the participants hereby releases LLBCF from all liability, damages, or claims of any kind resulting in or from, or arising from the use, distribution or disclosure of any photographs, films, videotapes, electronic recording or other information regarding participants and the Wish.

Initial here if Option 1 is selected_____

(must be initialed by ALL participants)

or

OPTION 2: The Wish Recipient and participants request that the Wish not be actively publicized by LLBCF to the news media and general public. However each of the participants understand that information regarding the Wish and the participants will necessarily be discussed with and disclosed to those involved in the Wish process. Each of the participants also understands that, even if LLBCF does not actively publicize the Wish, the general public and the news media may obtain information concerning the Wish from other sources. The indemnity in Paragraph 6 also applies to this option number 2.

Initial here if Option 2 is selected_____

(must be initialed by ALL participants)

Each of the participants acknowledges reading and understanding this LIABILITY RELEASE AND PUBLICITY AUTHORIZATION prior to signing it. For any minor participants, the signature of their parent or guardian is both on behalf of the parent or guardian and on behalf of the minor. Each participant agrees that no modification of this Release has been made orally or in writing and this release accurately and fully expresses the understanding of Libby's Legacy Breast Cancer Foundation Recipient and each of the participants.

IMPORTANT: By signing below, you affirm and acknowledge that you have read this Agreement, have received a copy and fully understand its provisions.

_____

_____
Libby's Legacy Breast Cancer Foundation (Staff or Board Member) Date

_____
_____
Wish Recipient Date

_____
_____
Participant Date

_____
_____
Participant Date

_____
_____
Participant Date

Mail or Fax Completed Agreement to:
Libby's Legacy Breast Cancer Foundation
PO Box 533837
Orlando, Fl 32853-3837
www.libbyslegacy.org
Fax: (407) 898-1991

20. Entire Agreement. This Agreement constitutes the entire Agreement and understanding of the parties with respect to the transaction contemplated hereby, and supersedes all prior agreements, arrangements and understandings related to the subject matter. No representation, promise, inducement or statement of intention has been made by any of the parties hereto not embodied in this Agreement, and no party shall be bound by or liable for any alleged representation, promise, inducement or statements of intention not set forth or referred to herein.

Optional survey

Statistical Analysis

As part of our ongoing need for grants and funding, it is frequently necessary that we provide statistical information to our funding sources. For this purpose, we would like to ask that you provide us with the following information. Please understand complete confidentiality will be maintained.

1. What county do you live in? _____

2. Are you a single parent supporting minor children? (circle one)

   Yes No

3. What is your ethnic background? (check one)

   a) American Indian or Alaska Native _____
   b) Asian _____
   c) Black or African American _____
   d) Native Hawaiian or Other Pacific Islander _____
   e) White/Caucasian _____
   f) American Indian or Alaskan Native **AND** White/Caucasian _____
   g) Asian **AND** White/Caucasian _____
   h) Black or African American **AND** White/Caucasian _____
   i) American Indian or Alaskan Native **AND** Black or African American _____
   j) Other Multi-Racial _____
   k) Asian **AND** Pacific Islander _____
   l) Hispanic or Latino _____

4. Age _____

5. Marital Status: Single____ Married ____ Divorced____ Widowed____

6. How many people are currently residing in your household? _____