 **LIABILITY RELEASE AND**

**AUTHORIZATION RE: MEDICAL**

# INFORMATION AND PUBLICITY

 The undersigned have requested that Meg’s Smile Foundation® of Holly Springs, North Carolina, as well as all licensed chapters and affiliates thereof, and their respective volunteers, officers, directors, employees and agents (collectively, “Meg’s Smile”), fulfill a smile for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Smile Child”). The Smile Child and the following people (collectively, “Participants”) have requested that Meg’s Smile Foundation allow them to participate in the Smile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Participants, and the parents or legal guardians of the Smile Child and any minor Participants, are signing this Liability Release and Authorization Re: 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 smile 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 Meg’s Smile Foundation considering the smile and, if it so determines, granting the smile, the Participants hereby release and agree to hold Meg’s Smile Foundation 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 Smile. This includes, but is not limited to, Claims involving economic loss, illness or medical condition, accidental injury or death.

# Publicity Authorization

 Participants understand and agree that fulfillment of the Smile may result in publicity, whether or not Meg’s Smile Foundation actively takes steps to publicize the Smile.

⁯ **(Publicity O.K.):** Participants authorize Meg’s Smile Foundation to publicize the Smile and to use Participants’ names, likenesses and other information about Participants and the Smile (including Smile 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 Meg’s Smile Foundation 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 SmileChild’s parents/

*Guardians* ***if authorizing publicity:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Participants acknowledge reading and understanding this Release and Authorization. For the Smile 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.

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 Date Parent/Legal Guardian of Smile Child

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date Parent/Legal Guardian of Smile Child

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date Other Adult Participant (if any)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date Other Adult Participant (if any)

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 Date Parent/Legal Guardian of Other Minor

 Participant (if any)

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 Date Parent/Legal Guardian of Other Minor

 Participant (if any)