

RELEASE AND LIABILITY WAIVER

1. **Background:** This is a release and liability waiver in favor of Mid-America Transplant Services and its officers, directors, employees, successors, assigns, insurers, volunteers and agents in connection with participation in the Mid-America Transplant Services' interactive educational program. I understand this program involves scientific education and training concerning organ and tissue donation and transplantation. This program includes an explanation of organ and tissue function, classroom instruction, tours of an operating room and eye lab, medical and health related presentations by transplant professionals, information from transplant recipients and donor family members and other resources on organ and tissue donation. This program is intended to be an interactive way to better learn about science and health. I understand precautions are taken to insure the health and safety of the participants, but that participants may experience illness or injury during the course of the educational program.

2. **Release and Waiver:** I hereby release and forever discharge and hold harmless Mid-America Transplant Services and its officers, directors, employees, successors, assigns, insurers, volunteers and agents from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my participation in the educational program offered by Mid-America Transplant Services, including transportation to and from Mid-America Transplant Services.

I understand that this Release discharges Mid-America Transplant Services from any liability or claim that I may have or anyone on my behalf may have against Mid-America Transplant Services with respect to any bodily injury, personal injury, illness, death or property damage that may result from my participation in the educational program with Mid-America Transplant Services, including any claims or injuries arising during transportation to or from Mid-America Transplant Services, or whether caused by the negligence of Mid-America Transplant Services or its officers, directors, employees, volunteers or agents or otherwise. I also understand that Mid-America Transplant Services does not assume any responsibility for, or obligation to, provide financial assistance or other assistance, including, but not limited to, medical, health or disability insurance in the event of any bodily injury, personal injury, illness, or death.

3. **Medical Treatment:** In the event that I should sustain injuries or illness while involved in the educational program, I hereby authorize Mid-America Transplant Services to arrange for emergency first aid, medications, and/or hospital treatment. I understand I will be responsible for any costs associated with medical treatment. I hereby release and forever discharge Mid-America Transplant Services from any claim whatsoever which arises, or may hereafter arise, on account of any first aid, treatment or service rendered in connection with my participation in the educational program offered by Mid-America Transplant Services.

4. **Photographic Release:** Mid-America Transplant Services may take videos or photographs of participants for educational or promotional purposes. I hereby grant and convey unto Mid-America Transplant Services all rights, title and interest in any and all photographic images, video or audio recordings made by Mid-America Transplant Services during the educational program including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

5. **Choice of Law:** This Release shall be binding upon me and my heirs, personal representatives, and assigns and shall be governed by and construed under the laws of the State of Missouri. I agree that in the event that any clause or provision of this Release shall be held to be invalid by a court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

6. **Signature:** I understand that this form involves a release of legal rights. I am over the age of eighteen (18) years and I hereby consent and agree to the above.

SIGNATURE OF PARTICIPANT:

Printed Name: _____

DATE OF BIRTH: _____

HOME PHONE: _____

CELL PHONE: _____

DATE: _____