

Consent, Authorization & Release

This Consent, Authorization and Release (the "Consent") is made and given by or on behalf of _____ ("Subject") in favor of Children's Miracle Network, doing business as Children's Miracle Network Hospitals ("CMNH"), a Utah nonprofit corporation located at 205 West 700 South, Salt Lake City, UT 84101.

CMNH desires to use Images of Subject and, if applicable, information concerning Subject's medical condition, for publicity, fundraising, awareness, promotions, campaigns and/or events by CMNH, its member hospitals/foundations and healthcare institutions, sponsors, and/or other affiliates. Subject is agreeable to such use of his/her Images. NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the parties hereby agree as follows:

Subject hereby consents to, authorizes, and grants CMNH the absolute and irrevocable right and unrestricted permission to take and use photographs, videos, films and/or audio recordings of Subject (collectively the "Images"), to use any likeness of Subject, and to use Subject's name and, if applicable, information concerning Subject's medical condition. If Subject is a child who has been selected by CMNH due to an injury or disease, CMNH may use any information concerning Subject's health, injury, illness, and treatment, related circumstances and any other related information concerning Subject. The disclosure of such health information will no longer be protected by federal and state/province privacy laws and may be re-disclosed by any person or organization that receives the information. It is acknowledged and agreed that these Images and information may be used for publicity, fundraising, awareness, promotions, campaigns and/or events throughout the world, in perpetuity, and may be edited or modified and used in any form of media by any manner (now and hereafter known). Subject waives the right to inspect or approve any such Images or uses of information. CMNH shall be the sole owner of such Images and information, including all copyrights and all moral rights, throughout the world. CMNH may authorize hospitals, foundations, healthcare institutions, sponsors and/or others affiliated with CMNH to use such Images and information.

If Subject provides any Images to CMNH for the uses described above, Subject warrants and represents that he/she has all ownership and copyrights to all images and they have the legal authority to give the Images to CMNH without further consent from any third party. Subject agrees to indemnify and hold harmless CMNH for any claims, suits, damages, actions, or other costs (including attorneys' fees) arising out of any breach of this representation and warranty.

All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable. Subject waives any right to receive any additional payment or other consideration for this Consent. Subject hereby fully and forever releases, discharges and holds harmless CMNH and its authorized hospitals, foundations, healthcare institutions, sponsors and other affiliates from and against any and all claims arising out of or related to this Consent, and any claims for damages of any kind (including,

but not limited to, invasion of privacy, defamation, false light, or misappropriation of name, likeness or image) arising out of the use or publication of the Images of Subject or Subject's information. This release is intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims. This Consent shall be governed by and construed in accordance with the laws of the State of Utah. If Subject is a child, the parent or guardian of the child certifies, by signing below, that they have legal authority to execute this Consent, and this Consent shall also apply to and bind the parents or guardian of Subject. This release shall be binding upon the parties and inure to the benefit of their successors, heirs, legal representatives, licensees, and assigns.

SUBJECT:

Signature: _____

Print Name: _____

Date: _____

If Subject is a Child under the age of 18 years old:

PARENT/GUARDIAN:

Signature: _____

Print Name: _____

Date: _____

Signing Instructions:

Must be signed by Subject.

If Subject is under the age of 18, must be signed by a parent. If a guardian has been appointed for Subject, must be signed by guardian.