

## HEALTH THROUGH FITNESS IN ORPHAN DISEASES

### AUTHORIZATION & RELEASE

#### BY PARENT(S) OR LEGAL GUARDIAN(S) OF MINOR CHILD

The following terms apply to each adult participant in Health Through Fitness in Orphan Diseases activities including participation in TEAM CF, a program conducted and sponsored by Health Through Fitness in Orphan Diseases. Each of the undersigned parent(s) or legal guardian(s) of the minor child named below is entering into this agreement on his or her own behalf and on behalf of the minor child. This agreement covers your participation in all "Activities" (as defined below) undertaken in calendar year 2012. Please read the terms carefully, complete the enrollment section below, and sign, date, and return the completed form to:

HEALTH THROUGH FITNESS IN ORPHAN DISEASES  
P.O. Box 8671  
Philadelphia, PA 19101

1. **Health Through Fitness in Orphan Diseases and TEAM CF Legal Status & Mission.** Health Through Fitness in Orphan Diseases is a Pennsylvania nonprofit corporation ("HTFOD"). TEAM CF is a program conducted and sponsored by HTFOD. Through TEAM CF, HTFOD uses cycling as a platform to increase awareness of cystic fibrosis, raise money for cystic fibrosis research, and promote fitness for those with cystic fibrosis.

2. **TEAM CF Activities and Obligations.** HTFOD may provide, or sponsor your participation in, TEAM CF cycling practices, training, exhibitions, races, tournaments, competitions, and other events ("Activities"). HTFOD will provide your child with support as outlined in your welcome letter (email).

3. **My Representations.** I represent that: (i) I am at least 18 years of age; (ii) I am legally competent to enter into this Authorization & Release; and (iii) I am the parent or legal guardian of the child named below. I want my child to participate in the Activities, and I give my unqualified consent for my child to participate in the Activities, subject only to any specific limitations noted below. My child has the necessary skills to participate in all reasonably anticipated aspects of the Activities. I have reviewed the proposed Activities with my child's physician and, to the best of my knowledge, there is no health-related impediment to my child's participation in the Activities.

4. **My Obligations.** I will supervise and be responsible for my child's behavior and will ensure that my child behaves in an ethical and sportsmanlike manner so as to enhance the reputation of HTFOD and TEAM CF. My child and I will promote the mission of HTFOD and TEAM CF. To further the mission of HTFOD and TEAM CF, my child will undertake the endeavors as set forth in the welcome letter.

5. **Photographs and Other Media.** I authorize HTFOD, its partnering organizations, affiliates, and sponsors, and their respective successors and assigns, to photograph, audiotape, videotape, or otherwise record my child as a participant in the Activities and grant the right to HTFOD, its partnering organizations, affiliates, and sponsors, and their respective successors and assigns, to use such photographs, audiotapes, films, tapes, or other recordings, including reproductions thereof or likenesses based thereon, with or without my child's name or with a fictitious name, in any legal manner for advertising, public relations or otherwise, in all means or media now known or later invented, and the right to copyright same. For myself and my child, I waive all right of inspection and approval, and release HTFOD and its partnering organizations, affiliates, and sponsors, and their respective directors, officers, managers, members, employees, agents, volunteers, and representatives, and their heirs, successors and assigns, from all liability arising out of the exercise of the rights hereby granted.

6. **Names, Logos and Reputation.** My child and I will not do or permit to be done any act that might impair the goodwill of HTFOD, or its names, logos, or Activities. Except as contemplated by this Authorization & Release and in furtherance of the Activities, my child and I will not use the names or logos of HTFOD or TEAM CF or any derivation of them without the prior written consent of HTFOD. All interactions and communications with the press regarding my child's Activities and affiliation with HTFOD and TEAM CF must be coordinated through HTFOD.

7. **Termination.** HTFOD may terminate my child's participation in the Activities at any time without prior notice if: (i) in the sole discretion of HTFOD, my child's continued participation could injure the goodwill or reputation of HTFOD or TEAM CF (for example, because a criminal proceeding is brought against my child or my child's conduct reflects poorly on HTFOD or TEAM CF); (ii) my representations are not truthful; or (iii) my child or I do not fulfill my obligations to HTFOD and TEAM CF.

8. **Assumption of Risk for Activities.** The nature of the Activities has been fully disclosed to me. I am aware that cycling and other athletic activities have certain inherent risks and may cause injury to participants. I consent to my child's participation in the Activities at his or her own risk, and I voluntarily assume, on behalf of my child, all risks involved in the Activities. If I cannot be reached, I authorize and direct any adult TEAM CF representative to make emergency medical decisions for my child.

9. **Release and Indemnification.** In consideration for being permitted to participate in the Activities, for my child and myself and for our heirs, executors, administrators and assigns, I waive, release, and forever discharge HTFOD and its affiliates and sponsors, and their respective directors, officers, managers, members, employees, agents, attorneys, volunteers, and representatives, and their respective successors, assigns, heirs, and personal representatives (each an "Indemnified Party") from all claims, demands, debts, contracts, expenses (including attorney fees and court costs, with or without litigation), causes of action, lawsuits, losses, judgments, damages, and liabilities, of every kind and nature, whether known or unknown, in law or equity (collectively "Claims"), that my child or I ever had or may have, arising from or in any way related to my child's participation in any Activities (including without limitation, any illness, injury, or death), even if any Claim arises out of gross negligence or carelessness on the part of any Indemnified Party. I further agree to indemnify, defend, and hold harmless HTFOD and

each Indemnified Party from and against any and all Claims by third parties arising out of or by reason of my child's participation in the Activities. Notwithstanding the foregoing, my waiver and release and my obligation to indemnify do not apply to any Claim that is found by a court of competent jurisdiction to be the result of the intentional, willful, or wanton misconduct of any Indemnified Party.

10. **Survival.** This Authorization & Release is binding upon my child, me, our heirs, executors, legal representatives, successors and assigns. The terms of this Authorization & Release will continue in full force even after the completion or the termination of my child's participation in the Activities.

11. **Governing Law.** This Authorization & Release is governed by the laws of the Commonwealth of Pennsylvania (without regard to conflicts of law principles and without the aid of any rule of law requiring construction against the draftsman). If any provision of this Authorization & Release is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective.

12. **Entire Agreement.** You and HTFOD intend to be legally bound by this Authorization & Release. This Authorization & Release contains our entire agreement and supersedes any prior written or oral agreements between us concerning its subject matter. The provisions of this Authorization & Release may be waived, amended, or repealed, in whole or in part, only with our mutual written consent. A waiver by either of us of any term or condition of this Authorization & Release in any instance shall not be deemed or construed as a waiver of such term or condition for the future or of any subsequent breach thereof. This Authorization & Release may be signed in two original counterparts, which constitute the same agreement. We will try to settle any dispute between us amicably. However, any unresolved dispute relating to this Authorization & Release shall be resolved in, and you and HTFOD consent to the exclusive jurisdiction of, federal or state courts located in the City of Philadelphia. You and HTFOD waive any claim or defense that such forums are not convenient or proper. You and HTFOD agree that service of process may be given by mailing a copy of any legal action by certified mail, postage prepaid, to the addresses specified in this Authorization & Release or by any other method authorized by applicable law.

**PLEASE PRINT**

Name of Child: \_\_\_\_\_

Address: \_\_\_\_\_

Medical Conditions. My child is subject to the following allergies or medical conditions, and I authorize TEAM CF to disclose such allergies or medical conditions to a physician if my child should require emergency medical care (describe allergies or medical conditions with specificity):

\_\_\_\_\_

Prohibited Activities. As a result of the medical conditions described above or for other reasons, I do not want my child to engage in any of the following activities (describe with specificity):

\_\_\_\_\_

I understand the terms of this Authorization & Release and I have willingly signed it as my own free act and intend to be legally bound.

If the child has two parents or legal guardians, both must fill in the information requested above and sign this Authorization & Waiver below.

Name of Parent or Legal Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Parent or Legal Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Accepted on behalf of Health Through Fitness in Orphan Diseases

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_