



FAIRY FOUNDATION **RELEASE AND AUTHORIZATION**

The undersigned, _____, (name of adult) (the "Wish Applicant") has requested that Fairy Foundation and its directors, officers, employees, agents and volunteers (collectively referred to herein as "Fairy Foundation"), grant his or her wish (the "Wish"). Wish Applicant is signing this Release and Authorization ("Release") to bind himself or herself and his or her heirs, successors, assigns and estate as set forth herein.

Selection of Wish Recipient

Wish Applicant acknowledges and agrees that submission of the Wish application does not guarantee that Wish Applicant will be chosen to receive the Wish. Fairy Foundation reserves the right to select wish recipients in its sole and absolute discretion, and Fairy Foundation has no obligation to select the Wish Applicant or any other applicant to receive the Wish or any other wish. Fairy Foundation will use its reasonable efforts to make available its Wish recipient selection criteria but reserves the right to modify such criteria from time to time in its sole discretion and without notice to Wish Applicant. Wish Applicant acknowledges and agrees that submission of the Wish application is at his or her sole risk.

Medical Records Authorization

Wish Applicant: (1) grants Fairy Foundation permission to obtain all medical information about himself or herself that Fairy Foundation deems necessary for consideration or fulfillment of the Wish; (2) authorizes all healthcare providers, including Wish Applicant's primary physician, to provide Fairy Foundation with all such information regarding Wish Applicant; and (3) agrees to sign any additional medical authorization forms that may be required by Wish Applicant's healthcare provider(s).

Liability Release

Wish Applicant acknowledges and agrees that submission of the Wish application may entail certain inherent risks, including the risk that Wish Applicant is not chosen to receive the Wish. Wish Applicant further acknowledges and agrees that, in the event Wish Applicant is chosen to receive his or her Wish, involvement in the Wish may entail certain inherent risks, including but not limited to the following risks: injury or harm to himself, herself or others, whether or not arising out of or in connection with the negligence, intentional acts or recklessness of Wish Applicant or third parties; exacerbation of preexisting medical conditions, whether known or unknown; and circumstances outside of the control of Fairy Foundation, including but not limited to change or cancellation of travel, inclement weather, rules, policies or procedures of any third parties involved in fulfillment of the Wish and the actions of third parties. All of the above-described risks, together with any other risks that may arise in connection with the Wish, are referred to herein as the "Risks".

Wish Applicant acknowledges and agrees that the Risks are fully assumed by Wish Applicant. In consideration of Fairy Foundation considering Wish Applicant for receipt of the Wish and, in the event Wish Applicant is chosen to receive the Wish, in further consideration of Fairy Foundation granting the Wish, Wish Applicant hereby forever releases and agrees to indemnify and hold harmless Fairy Foundation, its affiliates, insurers, and its present and former directors, officers, employees, agents, representatives, and volunteers, and the successors and assigns of each, whether in their individual or official capacities, from and against any and all liability, damages and claims of any kind (including attorneys' fees), known and unknown, which may be connected with, result from, or arise out of (i) the consideration, preparation, fulfillment or

participation in the Wish, including the Risks; or (ii) the negligence or intentional conduct of Wish Applicant or his or her invitees, licensees, successors or assigns (collectively referred to herein as "Claims"). This includes, but is not limited to, Claims involving economic loss, illness or medical condition, accidental injury or death.

Publicity Authorization

Wish Applicant understands and agrees that Fairy Foundation's grant of the Wish may result in publicity, whether or not Fairy Foundation has actively taken any steps to publicize the Wish.

Wish Applicant authorizes Fairy Foundation to publicize the Wish and to use Wish Applicant's name, likeness and other information about Wish Applicant and the Wish (including Wish Applicant's medical condition), whether embodied in photographs, videotapes, recordings or any other format, for purposes of promotion, publication, commercial advertising, or any other purpose whatsoever, now or at any time in the future. Wish Applicant understands and agrees that Fairy Foundation may use any such information: (a) in all manner and media whatsoever, whether now known or hereafter invented, including electronic and print media and the Internet; (b) with or without Wish Applicant's name; (c) without the payment of royalties or other compensation to anyone; and (d) without the need to notify them or to seek further approval before doing so.

Wish Applicant acknowledges and agrees that this Release is intended to be as broad and inclusive as is permitted by law and that if a provision shall be found to be unlawful, void or for any reason unenforceable, that provision shall be severed from this Release without affecting the validity and enforceability of any remaining provisions; provided however, that where available, any such provision shall be modified or otherwise narrowed to the minimal extent necessary to make the provision enforceable to the maximum extent permitted by law.

This Release shall be governed by and construed in accordance with the laws of the State of Colorado. Wish Applicant hereby consents and submits, on behalf of himself or herself, his or her heirs, successors, assigns and estate, to the personal jurisdiction of the courts of the State of Colorado.

By signature below, Wish Applicant represents and warrants that he or she has read all of the provisions set forth in this Release, fully understand its terms, and acknowledges and agrees that this Release fully and accurately expresses his or her understanding and has not been modified orally or in writing. Wish Applicant further represents and warrants that he or she is signing this Release freely and voluntary, with the intent that his or her signature reflects a complete and unconditional agreement and acknowledgment of the terms set forth herein. Wish Applicant further represents and warrants that he or she has the legal capacity to sign this Release and has done so without undue or other influence.

Agreed to and Accepted by:

Wish Applicant

Date