

Ephphatha 8 Foundation Waiver and Release of Liability

Section 1. Assumption of Risk, Release of Liability and Indemnification

As an applicant for funding from Ephphatha 8 Foundation, I understand that Ephphatha 8 Foundation is a nonprofit charitable organization that provides funding for hearing services and devices for individuals in financial need, but does not guarantee that each applicant will receive funding.

I understand that Ephphatha 8 Foundation does not provide medical services. Any medical services I receive will be provided by a separate entity—Benke Ear, Nose, and Throat Clinic. Ephphatha 8 Foundation makes no assurances and bears no responsibility for services, including hearing devices.

In exchange for the value and benefit of hearing services, including hearing devices, funded by Ephphatha 8 Foundation, I, HEREBY, WAIVE AND RELEASE, indemnify and hold harmless and forever discharge Ephphatha 8 Foundation and any of its present or future employees, directors, board members, or volunteers, of and from any and all claims, causes of action, lawsuits, damages and liability, or every kind and nature, whether known or unknown, at law or in equity, arising from, relating to or resulting from my participation in or receipt of services funded by Ephphatha 8 Foundation.

Section 2. Arbitration

I agree to resolve any and all claims, disputes or controversies arising out of or relating to my participation in or receipt of services funded by Ephphatha 8 Foundation exclusively by final and binding arbitration using a single arbitrator in Cleburne, Texas pursuant to the rules of the American Arbitration Association. Arbitration shall be commenced within one (1) year from the date on which the alleged claim arose. The submission to the American Arbitration Association shall be unlimited, and any court of competent jurisdiction may enforce the arbitration award.

Section 3. Authorization

I am aware that this Waiver and Release of Liability is a legally binding agreement between Ephphatha 8 Foundation and me that affects my legal rights. This Waiver and Release of Liability contains the entire agreement between the parties, and I have not relied upon any oral representations, statements or inducements other than what is set forth in writing in this Waiver and Release of Liability.

This Waiver and Release of Liability is governed by the laws of the State of Texas and is intended to be as broad and inclusive as is permitted by that law. If any provision of this Waiver and Release of Liability is deemed invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining provisions will continue to be fully effective.

This Waiver and Release of Liability must be signed by adult Applicants or by a parent or guardian on behalf of minor Applicants before participation in or receipt of services.

Section 4. Indemnity

Applicant shall release, defend, indemnify and hold Ephphatha 8 Foundation including but not limited to their member, shareholders, directors, agents, employees, volunteers, invitees harmless

**Ephphatha 8 Foundation
Waiver and Release of Liability**

from and against any and all claims brought by any person, party or entity for personal or bodily injury to, sickness, disease or death of applicant, and for damage to or loss or destruction of property owned, donated, sold, leased, rented or hired by any member of Ephphatha 8 Foundation, arising out of the performance or non-performance of this agreement, without regard to the cause or causes thereof including without limitation pre-existing conditions, whether such conditions be patent or latent, imperfection of material, defect or failure of equipment, breach of representation or warranty (express or implied), ultra-hazardous activity, strict liability, tort, breach of contract, breach of statutory duty, breach of any safety requirement or regulation or the negligence or fault of any person, party, or entity, including the indemnity party or parties, whether such negligence be sole, joint or concurrent, active, passive, or any other theory of legal liability.

PLEASE READ CAREFULLY AND SIGN IN THE PRESENCE OF A NOTARY PUBLIC

I am the lawful age and legally competent to sign this Waiver and Release. I have read and fully understand the terms of this Waiver and Release, and I am signing this document voluntarily, without inducement, and of my own free will.

Signature of Applicant _____ Date _____

Printed Name _____

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 20____.

Notary Public, State of _____

PARENT OR GUARDIAN CONSENT (If applicant is under the age of 18): I am the parent or legal guardian of the participant and I agree that the foregoing Waiver and Release of Liability shall be binding on me and the minor applicant.

Signature of
Parent/Guardian _____ Date _____

Printed Name _____

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 20____.

Notary Public, State of _____

END OF DOCUMENT