

**RELEASE, WAIVER OF CLAIMS,
AND INDEMNIFICATION AGREEMENT**

I, _____, desire to participate in activities related to Indiana Medical History Museum, Inc.'s "Wizards Academy" Event (collectively, the "Activities"), to occur on or around Sunday, October 22, 2017 at The Indiana Medical History Museum located at 3045 West Vermont Street, Indianapolis (the "Event"). In consideration for my participation therein, I do hereby:

1. Acknowledge and agree to accept full responsibility for my safety and for determining that no known dangers exist that could affect my safety during the Activities at the Event.

2. **RELEASE, WAIVE AND FOREVER DISCHARGE** St. Vincent Anderson Regional Hospital, Inc. and St. Vincent Health, Inc. (each a "Party" and collectively the "Parties"), any other corporate sponsor of the Event, and the respective parents, subsidiaries, officers, employees, directors, shareholders, governors, members, volunteers, and agents of the aforementioned entities (collectively "Releasees"), from any and all claims, demands, actions or causes of action that I, or anyone on my behalf, may hereafter have against Releasees, for any and all loss or damage, and any claim or demand on account of injury to my person or property or resulting in death, arising out of or in connection with Activities related to the Event, whether caused by negligence or willful or wanton conduct of Releasees or otherwise.

3. **EXPRESSLY AND SPECIFICALLY ASSUME THE RISK OF INJURY OR HARM** associated with participation in the Activities and agree to **INDEMNIFY AND HOLD HARMLESS** Releasees, from any loss, cost or expense, including but not limited to attorneys' fees and costs, arising out of or in connection with any claim, demand, action or cause of action, formal or informal, whether brought by way of subrogation or otherwise, which may hereafter exist, arising out of or in connection with the Event, or any Activities associated therewith, whether caused by negligence or willful or wanton conduct of Releasees or otherwise.

4. Grant absolute permission to the Parties, with no obligation to compensate me or anyone else, to use any photographs, videotapes, motion pictures, recordings, or other record of me, in any legal manner they wish, including but not limited to use in all marketing.

5. Agree that I will, at all times when engaged in the Activities, comply with any and all laws relating in any way to the Activities. I also understand and agree that Releasees shall have the right to restrict my participation in the Activities, including requiring me to cease any and all such Activities at any time, when in the sole opinion of Releasees, my actions are deemed to be inappropriate, unsafe, or otherwise in violation of this Agreement (as defined below).

6. Acknowledge that as part of my participation in the Event, I may receive donors' personal and financial information, including, but not limited to, name, address, telephone number, credit card and bank account numbers. I expressly agree to keep all such information confidential and to not reveal or disclose it to anyone outside of the Parties.

The Parties and I expressly agree that this Release, Waiver of Claims, and Indemnification Agreement ("Agreement") is intended to be as broad and inclusive as is permitted by the laws of the State of Indiana and that if any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the remaining clauses and provisions shall, notwithstanding, continue in full legal force and effect.

I HAVE READ, FULLY UNDERSTAND, AND VOLUNTARILY SIGN THIS AGREEMENT ON THE DATE INDICATED BELOW. I FURTHER STATE THAT I AM OF LAWFUL AGE, AND I AM COMPETENT TO SIGN THIS AGREEMENT.

Signed: _____ Date: _____

Printed: _____

Witnessed by: _____ Date: _____

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

Name

Relationship to Individual

Emergency Contact Phone Number