

## RELEASE AND WAIVER OF LIABILITY

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This is a Release and Waiver of Liability for administering emergency treatment to children with severe allergies (hereinafter, referred to as the "Release") made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and between Invent Now, Inc. and \_\_\_\_\_ residing at \_\_\_\_\_, who are the Parent(s)/Guardian(s) of \_\_\_\_\_ (the "Child"); Whereas, Invent Now, Inc. provides educational enrichment experiences at numerous facilities across the country and the Parent(s)/Guardian(s) has engaged Invent Now, Inc. to provide enrichment for \_\_\_\_\_:

WHEREAS, Invent Now, Inc. has been requested by the Parent(s)/Guardian(s) to administer emergency treatment (including the administration of epinephrine) to the Child during certain emergency situations when the Child has come in contact with an allergen and is in danger of anaphylaxis, as prescribed in writing on the Child's "Authorization For Emergency Care of Children with Severe Allergies" (the "Authorization"), all in accordance with and subject to Invent Now, Inc. policy for administering treatment to children with severe allergies.

NOW, THEREFORE, in consideration of the agreement and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Parent(s)/Guardian(s) on their own behalf and on behalf of the Child hereby releases and forever discharges Invent Now, Inc. and its employees, independent contractors, agents, successors, affiliates and assigns from any and all liability arising in law or equity as a result of Invent Now, Inc. employees or agents administering epinephrine and providing other emergency care in conformance with the Child's Authorization, provided that Invent Now, Inc. has used reasonable care in administering epinephrine and in providing other authorized care in accordance with the Authorization.
2. This Release is governed by the laws of the State of Ohio, which is the home office of Invent Now, Inc.
3. This Release supersedes and replaces all prior negotiations and all agreements proposed otherwise, whether written or oral, concerning all subject matters covered herein. This instrument, along with the Authorization (including any additional physicians' instructions or clarifications), which is hereby incorporated by reference, constitutes the entire agreement among the parties with respect to the subject matters discussed herein.
4. The reference in this Release to the term "Invent Now, Inc." shall include Invent Now, Inc., its affiliates, successors, directors, officers, employees, agents and representatives. The terms "Parent(s)/Guardian(s)" and "Child" shall include the dependents, heirs, executors, administrators, assigns and successors or each.
5. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of the Release. This Release shall be constructed as if such invalid, illegal or unenforceable provisions had not been contained herein.

By signing this Release and Waiver of Liability, Parent(s)/Guardian(s), for themselves and for the Child, acknowledge and agree that they have had ample opportunity to read, review and reflect upon the terms contained in this Release and Waiver of Liability, that they understand the provisions of this Release and Waiver of Liability and that they have had an opportunity to consult with their legal advisor before signing this Release and Waiver of Liability.

## Invent Now, Inc. Director of Operations

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Invent Now, Inc. Local Program Director

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Parent/Guardian

\_\_\_\_\_  
Name

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Parent/Guardian

\_\_\_\_\_  
Name

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date