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**LUCY’S LOVE BUS CHARITABLE TRUST, INC.**

**RELEASE AND AGREEMENT**

The undersigned parent(s) and/or guardian(s) (hereinafter “Parent(s)”) have requested the assistance of Lucy’s Love Bus Charitable Trust, Inc. and its respective volunteers, officers, directors, employees, business partners, and agents (collectively “Lucy’s Love Bus”) in identifying and compensating (when services are not donated) providers (hereinafter “Provider(s)”) of services including, but not limited to, massage therapy, respite care in the home, respite weekends at hotels or Airbnb sites, healthcare advocacy, mental health counseling, virtual support groups, Tong Ren, yoga, and 1:1 support from our Program Manager, so that such Providers can render their services to the Parent(s)/Caregiver(s) of children with cancer, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Parent”) online, by phone, or in-person.

Parent(s) hereby acknowledge and understand that Lucy's Love Bus makes referrals only to Providers who are licensed and insured in their respective fields. Parent(s), however, understand that Parent(s) are ultimately wholly responsible for, and assume the entire risk of, determination as to whether a Provider and/or Provider services are safe and proper for Parent/s and/or their Child. Such determination includes, but is not limited to, whether a Provider is qualified to perform services for Parent/s and/or their Child. Parent(s) further acknowledge and understand that Parent(s) should consult with their own and their Child’s medical professionals as to whether Provider’s services could potentially harm the Parent or Child. Parent(s) also acknowledge and understand that Provider’s services or hotel/Airbnb stays may have the potential to contain inherent risks which could lead to injuries or even death of the participant/s, under rare circumstances.

In consideration of Lucy’s Love Bus’s identification of Providers:

1. **PARENT(S) HEREBY FULLY ASSUME THE RISKS INHERENT IN PROVIDER SERVICES AND HOTEL/AIRBNB STAYS.** After consideration of the risks inherent in Provider’s services, including but not limited to, those addressed above, Parent(s) hereby fully assume any and all risks associated with Parent(s)’ and/or Child’s participation in any and all Provider services and hotel/Airbnb stays.
2. **PARENT(S) HEREBY WAIVE ANY AND ALL CLAIMS AGAINST LUCY’S LOVE BUS.** Parent(s) further agree to waive and release any and all claims that Parent(s), Child, or their respective heirs, have, or may have in the future, against Lucy's Love Bus and all staff for any losses, damages, expenses, or injuries, including death, suffered from, or in connection with, Parent(s)’ and/or Child’s participation in any and all Provider services and/or hotel/Airbnb stays.
3. **PARENT(S) HEREBY INDEMNIFY AND HOLD HARMLESS LUCY’S LOVE BUS.** Parent(s) hereby promise to indemnify, reimburse, defend, and hold harmless Lucy's Love Bus and all staff against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly, including damages, costs and attorney’s fees, arising from personal injuries to Parent(s) and/or Child resulting from participation in any and all Provider services and/or hotel/Airbnb stays.
4. **PARENT(S) HEREBY AGREE TO ARBITRATION IN THE EVENT OF A DISPUTE.** In the event a dispute shall arise between Parent(s) and Lucy's Love Bus, Parent(s) hereby agrees that any and all such disputes shall be referred to a mutually agreed upon arbitrator for arbitration in accordance with the applicable American Arbitration Association Commercial Rules of Arbitration. Parent(s) agrees that such arbitration shall be the agreed upon dispute resolution of all matters between the Parties of this Agreement. In the event that the Parent(s) and Lucy's Love Bus cannot agree on a single arbitrator each party shall appoint an arbitrator and those chosen arbitrators shall, in turn, agree on a third arbitrator for a complete panel of three arbitrators. The dispute(s) shall then be resolved by the single chosen arbitrator or the panel and any decision by the arbitrator or the panel shall be final and legally binding and judgment may be entered thereon.

Each party shall be responsible for its share of costs associated with arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator’s award, or fails to comply with the arbitrator’s award, the other party is entitled to costs of legal suit, including reasonable attorney’s fees for having to compel arbitration or defend or enforce the award.
5. **PARENT(S) HEREBY AUTHORIZE AND CONSENT TO PARENT/S or CHILD’S PARTICIPATION IN PROVIDER’S SERVICES.** After consideration of the risks inherent in participating in Provider(s)’ services and hotel/Airbnb stays, Parent(s) hereby consent to, and authorize, Parent/s and Child’s participation in any and all such services.

Parent(s) acknowledge reading, understanding, and agreeing to the above Paragraphs including, but not limited to, those numbered one through five (1 – 5) and sign below to bind themselves, their minor children, their (and their children’s) heirs, successors, assigns and estates to the conditions described therein. Parent(s) agree that this document is an accurate understanding and has not been modified orally.

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*Parent or Guardian Printed Name* *Parent or Guardian Signature*

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*Parent or Guardian Printed Name Parent or Guardian Signature*

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*Date*