

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 and agents (collectively "Lucy's Love Bus") in identifying providers (hereinafter "Provider(s)") of services including, but not limited to, acupuncture, massage, therapeutic horseback riding, Reiki, meditation, tai chi, art, music and dance therapies, and medical support (collectively "services"), so that such Providers can render their services to the Parent(s) minor child _____ (hereinafter "Child").

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 their Child. Such determination includes, but is not limited to, whether a Provider is qualified to perform services for Child. Parent(s) further acknowledge and understand that Parent(s) should consult with the Child's medical professionals as to whether Provider's services could potentially harm the Child. Parent(s) also acknowledge and understand that Provider's services may have the potential to contain inherent risks which could lead to injuries or even the death of the Child, 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.** 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.
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 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.
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 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 attorneys' fees, arising from personal injuries to Parent(s) and/or Child resulting from participation in any and

all Provider services.

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 agree 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) agree 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 CHILD'S PARTICIPATION IN PROVIDER'S SERVICES.** After consideration of the risks inherent in participating in Provider(s)' services, Parent(s) hereby consent to, and authorize, 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 six (1 – 6) 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.

Parent or Guardian Printed Name

Parent or Guardian Signature

Parent or Guardian Printed Name

Parent or Guardian Signature

Date