



Foundation Release Form

Form D to be signed and dated by authorized foundation representative (1 of 2)

Date Effective

This release will remain in effect from the Effective Date for three years and shall renew automatically every three years unless terminated in writing within ninety (90) days of such termination date.

(Please print name of foundation)

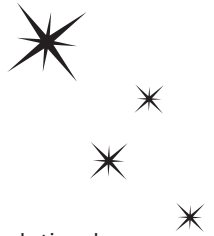
hereinafter referred to as the "Foundation", a non-profit organization, hereby expressly acknowledges that it has requested GIVE KIDS THE WORLD, INC., a Florida non-profit corporation, and all of its directors, officers, employees, servants, agents, and volunteers (collectively "GKTW") to allow various children with life-threatening illnesses (referred to herein collectively as "Wish Children," or individually as "a Wish Child") and their parent(s)/guardian(s) identified or otherwise indicated on their individual reservation request, and any medical assistance the Wish Children may need (doctor, nurse, attendant) and any other adults or children accompanying them (referred to herein collectively as "participants"), to participate in one or more visits to GKTW (referred to herein as "Wishes") being granted to the Wish Children. The officer whose signature appears below has unconditional authority to execute this document on behalf of the Foundation.

Liability Release. In consideration of GKTW's agreement to allow the Wish Children and all other participants to participate in the Wishes, the Foundation hereby releases, indemnifies, and holds harmless GKTW from any liability, losses, damages, or expenses to the Foundation whatsoever, and waives any claims against GKTW, including but not limited to claims of negligence arising out transportation, food, lodging, medical concerns (physical and emotional), entertainment, photographs and physical injury of any kind, in connection with the preparation, execution and fulfillment of the Wishes, on behalf of GKTW, the Wish Children and all other participants. In no event shall GKTW be liable to the Foundation for any special, indirect, incidental, punitive, or consequential damages, whether based on negligence, strict liability, breach of contract, breach of express or implied warranty, misrepresentation, or any other legal theory, even if the Foundation was specifically advised about the possibility of such losses or damages.

Indemnification. In addition, the Foundation agrees that it will defend, indemnify, and hold harmless GKTW from any claims, liability, damages, losses, or costs that GKTW sustains as a result of any negligent or willful actions of the Wish Children or any of the participants in the children's Wishes, along with any medical costs and expenses that GKTW pays on behalf of any of these individuals, as appropriate under the circumstances. The Foundation further agrees to assume all legal and monetary responsibilities in case of emergencies wherein a Wish Child becomes ill or incapacitated during his or her stay with GKTW and must be hospitalized or transported home, whether by a commercial carrier, private or air ambulance, or other means. In the event a Wish Child passes away during his or her stay with GKTW, the Foundation will make all necessary arrangements with a funeral services provider for travel to return the Wish Child and family home.

Publicity Release. The Foundation will obtain from the Wish Children all of the releases that GKTW requires. The Foundation authorizes GKTW to photograph, film, and electronically record interviews of employees of the Foundation in such manner as GKTW chooses. The Foundation further authorizes GKTW or any person or organization participating in the taking of any photographs, films and/or electronically recorded interviews to distribute now or at any time in the future, through channels of traditional or social media, any of the photographs, films and/or electronically recorded interviews to anyone including the general public, magazines, newspapers, television and radio stations, and/or any other organization or person that customarily presents news to the general public.

The Foundation authorizes GKTW to use the name and marks of the Foundation on GKTW's website, in advertising, and other promotion, in connection with the Foundation's participation in the Wishes. The Foundation further authorizes GKTW to disclose to the general public, as well as to television and radio stations, newspapers or magazines, or any other form of news or public or social media, now or at any time in the future, the name of the Foundations, the name of the Wish Children, parent(s), guardian(s) and any other persons or participants in attendance.



Representations and Warranties. The Foundation represents and warrants the following: (i) The Foundation has verified the accuracy of the relationships of the participants to each of the Wish Children indicated on the individual reservation requests, (ii) The Foundation confirms it has informed the Wish Families that only individuals authorized to participate on the Wishes may be allowed on GKTW premises, (iii) The Foundation has made no promises or assurance whatsoever to the Wish Children or Wish Families by any representative of the Foundation regarding the requested Wishes; (iv) The Foundation confirms that it has communicated to the Wish Families and Wish Children that granting the Wishes is contingent upon approval by GKTW, and to the extent medically required, the individual Wish Child's physician, and that full compliance with all conditions, qualifications and restrictions designated by GKTW is required of the Wish Children and Wish Families and that the receipt of a wish may impact the eligibility for public assistance and/or benefits.

General. This agreement shall be governed by the laws of the State of Florida. Any and all disputes arising out of this agreement, if settled by mediation or arbitration, shall be settled in Osceola County, Florida, or, if by litigation, the parties agree to submit the dispute to courts of the State of Florida or to U.S. Federal Courts for the Middle District of Florida. Both parties agree and consent to jurisdiction and venue of such courts and agree to waive arguments of forum nonconveniens. No modification of any provision of this agreement by any party shall be effective unless such modification is in writing and signed by the parties. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provisions. This agreement embodies the entire agreement and understanding between the parties and supersedes all prior understandings and agreements, written or oral, relating to the subject matter hereof.

This Release shall be binding upon the Foundation and its successors and assigns.

Witness: _____

Foundation: _____

Title: _____

Authorized Signature: _____

Date: _____