

**Dallas Hearing Foundation
Waiver and Release of Liability**

Section 1. Assumption of Risk, Release of Liability and Indemnification

As an Applicant for funding from the Dallas Hearing Foundation, I understand that the Dallas Hearing Foundation is a nonprofit charitable organization that provides funding for hearing services and devices for individuals in financial need, but does not guarantee that each applicant will receive funding.

I understand that the Dallas Hearing Foundation does not provide medical services. Any medical services I receive will be provided by separate entities that are neither employees, agents, affiliates, or servants of the Dallas Hearing Foundation (the "Medical Entities"). The Dallas Hearing Foundation makes no assurances and bears no responsibility for services, including hearing devices, provided by the Medical Entities.

In exchange for the value and benefit of hearing services, including hearing devices, provided by the Dallas Hearing Foundation, including any funding I may qualify for, I, HEREBY, WAIVE AND RELEASE, indemnify and hold harmless and forever discharge the Dallas Hearing Foundation and its agents, employees, officers, directors, and affiliates, of and from any and all claims, causes of action, lawsuits, damages and liability, of every kind and nature, whether known or unknown, at law or in equity, arising from, relating to or resulting from my participation in or receipt of services provided by the Dallas Hearing Foundation.

Section 2. Arbitration

I agree to resolve any and all claims, disputes or controversies arising out of or relating to my participation in or receipt of services provided by the Dallas Hearing Foundation exclusively by final and binding arbitration using a single arbitrator in Dallas, Texas pursuant to the rules of the American Arbitration Association. Arbitration shall be commenced within one (1) year from the date on which the alleged claim arose. The submission to the American Arbitration Association shall be unlimited, and any court of competent jurisdiction may enforce the arbitration award.

Section 3. Authorization

I am aware that this Waiver and Release of Liability is a legally binding agreement between the Dallas Hearing Foundation and me that affects my legal rights. This Waiver and Release of Liability contains the entire agreement between the parties, and I have not relied upon any oral representations, statements or inducements other than what is set forth in writing in this Waiver and Release of Liability.

This Waiver and Release of Liability is governed by the laws of the State of Texas and is intended to be as broad and inclusive as is permitted by that law. If any provision of this Waiver and Release of Liability is deemed invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining provisions will continue to be fully effective.

This Waiver and Release of Liability must be signed by adult Applicants or by a parent or guardian on behalf of minor Applicants before participation in or receipt of services.

CONTINUE TO PAGE 2

PLEASE READ CAREFULLY AND SIGN IN THE PRESENCE OF A NOTARY PUBLIC

I am of lawful age and legally competent to sign this Waiver and Release. I have read and fully understand the terms of this Waiver and Release, and I am signing this document voluntarily, without inducement, and of my own free will.

Signature of Applicant _____ Date _____

Printed Name _____

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20__.

Notary Public, State of _____

PARENT OR GUARDIAN CONSENT (If applicant is under age 18): I am the parent of legal guardian of the participant and I agree that the foregoing Waiver and Release of Liability shall be binding on me and the minor applicant.

Signature of Parent/Guardian _____ Date _____

Printed Name _____

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20__.

Notary Public, State of _____

END OF DOCUMENT