



Consent, Waiver and Release of Images for Publicity, Media and Marketing

8071-370 MR 06/17



I authorize and permit The Children's Mercy Hospital and its affiliates, successors and assigns, and the employees, officers, directors and agents of each and all of them (collectively, "CMH") to take photographs, videotape and digital images, and to make audio and written recordings (collectively, the "Images") of the following named individual:

Individual's Name: _____ Date of Birth: _____

I further authorize CMH to use, release to third parties and display, publicly perform, exhibit, transmit, broadcast, reproduce, digitize, modify, alter, edit, adapt and otherwise use the Images and the name, likeness, and/or personal characteristics and private information as such may be embodied in the Images, in any medium or format including, but not limited to, television and radio broadcasts, print and electronic media (including, without limitation, social media), for following purposes: publicity, media, marketing and/or fundraising purposes.

I hereby irrevocably transfer and assign to CMH my entire right, title, and interest, if any, in and to the Images. I acknowledge and agree that I will not receive any compensation now, nor have any claim to future compensation, benefits, rights or royalties, for CMH's use of the Images.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses ("Claims") arising directly or indirectly from CMH's exercise of its rights under this agreement and the use of the Images, and forever release and discharge CMH from liability under such Claims.

If I am or was a CMH patient, the Images may include my protected health information ("PHI"). I acknowledge and agree that CMH's use and disclosure of my PHI in connection with this agreement is governed by that certain Authorization for the Use and Disclosure of Health Information.

THIS AGREEMENT PROVIDES CMH WITH MY ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING CMH TO PUBLICIZE AND COMMERCIALY USE MY NAME, LIKENESS, AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS CONSENT, WAIVER AND RELEASE.

I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Consent, Waiver and Release. If this document is being signed on behalf of a minor by a parent or legal guardian, the signatory understands that the term "I" and "my" in this document refers to such minor and his/her Images and rights, and the signatory represents that he/she is the parent or legal guardian of such child and that he/she has the legal authority to sign this Consent, Waiver and Release on behalf of the minor.

| | | |
|---|----------------------------------|-------------|
| | | |
| Signature of Patient/Parent/Legal Guardian | Printed Name/Relationship | Date |

Address _____

City _____ State _____ Zip _____

Telephone Number _____ Email Address _____

| | | |
|------------------------------------|---------------------|------------|
| For internal use only: | | |
| Event/collateral/story name: _____ | Location: _____ | |
| Keywords: _____ | Photographer: _____ | MRN: _____ |