



**INFORMED CONSENT TO
TESTING, WAIVER AND RELEASE**

I, being the parent, legal guardian, or custodian of [REDACTED], a minor child, hereby VOLUNTARILY REQUEST AND CONSENT, and give authorization to, **PLAY WITH HEART**, a Colorado non-profit corporation (the "Testing Company"), to conduct a resting electrocardiogram and, to attempt to detect potential pre-existing heart conditions in my child which may cause sudden cardiac arrest and/or death. I understand that the information obtained during the course of the testing of my child will not be evaluated by the Testing Company, but will instead be evaluated by a third-party physician, who will review the results of this basic test to attempt to determine whether there are any of these potential pre-existing heart conditions. I therefore further voluntarily request and consent for a licensed physician to review and evaluate the results from any such tests.

I UNDERSTAND AND AGREE THAT, that a resting electrocardiogram will be performed on my child, which is an extremely basic and inherently limited test, and that there are many underlying pre-existing heart conditions which could result in sudden cardiac arrest and/or death which would not be detected by this test, or which even if ordinarily capable of being detected by such test may not present themselves for detection at the time of or during the course of such testing, and thus go undetected.

**NO GUARANTEE OF RESULTS: WAIVER AND RELEASE OF
LIABILITY**

I understand that even if the resting electrocardiogram test is performed on my child, there are many heart conditions my child may have which could result in sudden cardiac arrest which would not be detected by such tests, or which if ordinarily capable of being detected by such test may not present themselves for detection during the course of such testing, and thus go undetected. THEREFORE, I ACKNOWLEDGE AND AGREE THAT THE TESTING COMPANY CAN MAKE NO, AND DOES NOT MAKE AND EXPRESSLY DISCLAIMS, ANY WARRANTY OR GUARANTEE THAT IF MY CHILD HAS A HEART CONDITION CAPABLE OF CAUSING SUDDEN CARDIAC ARREST AND/OR DEATH, IT WILL BE DETECTED BY ANY OF THE TESTS BEING PERFORMED BY THE TESTING COMPANY.

As such, I, on behalf of myself and on behalf of my minor child, and our assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives (the "Releasing Party(ies)"), do hereby absolutely, fully, and forever release, relieve, waive, relinquish and discharge the Testing Company (as identified above), any physicians (doctors) working in conjunction with the Testing Company, the hospital and medical practice of any such doctor, and any and all of their respective directors, officers, volunteers, agents, contractors, representatives, event participants, real property owners/landlords/tenants of the location of this event, and sponsors (the "Released Parties"), of and from any and all actions or causes of action, actual or alleged claims, of any kind or undiscovered, known or unknown, accrued or un-acrued, suspected or unsuspected, which any Releasing Party may now have claim to have, or which may at any time hereafter accrue, arising out of, in connection with, in consequence of, in any way involving, or related to the performance, interpretation and communication of the results of any of the tests or testing as described in this document, including but not limited to any failure to detect any heart condition which results in the personal injury to or death of my child, whether due to the inherent limitations in the testing procedures, the negligence of any of the Released Parties, or otherwise. I also agree that I, my child, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Released Party in connection with any of the matters covered by the foregoing release. I also acknowledge and agree that should my child make a claim against the Released Parties after my child reaches the age of majority, I will defend, indemnify, and hold harmless the Released Parties from any such claim.

I understand and acknowledge that if I desire more comprehensive and extensive heart and cardiac testing, beyond the basic testing provided by the Testing Company, to more accurately determine whether my child may have pre-existing heart conditions that may lead to sudden cardiac arrest and/or death and test for such conditions which may not be detected by the test performed by the Testing Company, then I will need to consult with a licensed cardiologist with adequate testing and clinical capabilities, and that if I have any concern over such issues I have been advised to do so. Such additional tests may include, but are not limited to, a stress electrocardiogram, a stress echocardiogram, and other tests, all of which may detect pre-existing heart conditions which cannot be detected by the basic test performed by the Testing Company, or which do not present themselves during the basic test conducted by the Testing Company.

I recognize and acknowledge that I am personally responsible for taking appropriate follow-up and additional necessary actions on behalf of my child upon receipt of any results from any of the tests, including but not limited to following up with a licensed physician regarding any detected heart condition and refraining from any physical activities if a heart condition is detected. I understand that follow-up care and treatment for my child is not a part of the testing or services offered by the Testing Company and is my responsibility and sole obligation, if any.

CONDUCT OF THE TESTING

In order to conduct the resting electrocardiogram on my child, I understand and acknowledge that my child may have to partially disrobe in order to expose the areas of my child's chest and torso necessary for the testing devices to be attached. This is necessary in order for the tests to properly function by monitoring the heart and cardiac activity of my child. I hereby voluntarily consent to such form and manner of testing being conducted on my child. I acknowledge and understand that I, or my child, may stop any testing procedure at any time for any reason or for no reason. For this reason, in the strongest manner possible, the Testing Company recommends and advises that I or another parent/guardian/legal custodian be present during all of the testing procedures. I understand, recognize, and acknowledge that I have been so advised and, if I choose not to be present, I do so voluntarily and in my own free will and despite the advice and recommendation of the Testing Company.

In the event that any medical emergency occurs during the testing, while every effort will be made to contact the parent/guardian/custodian, I hereby consent to any treatment which might become necessary as a result of a medical emergency while my child is a participant in the testing. I understand that health/accident insurance coverage is my responsibility, the responsibility of my child, or my child's other parent/guardian/legal custodian and not the Testing Company or any Released Party.

RELEASE OF RESULTS AND DATA

I also hereby voluntarily give consent to the inclusion of the results of any testing performed on my child and data concerning my health and fitness status and data of my family medical history, if any, which may be obtained by personnel of the Testing Company, in a research data bank which will be used to perform further research and investigations on pre-existing heart conditions, and investigate the relationships between various aspects of lifestyle and health (especially risk of heart disease and pre-existing heart conditions). In addition to the results of any testing performed on my child, the data included in this data bank may be derived from questionnaires, medical examination, and lab testing, and may include medical history, family history of heart disease, smoking history, cardiorespiratory analysis, body composition, exercise tolerance, blood, diet, psychosocial, musculoskeletal, demographic and physical activity data.

I understand that this data used for scientific research will receive only impersonal statistical treatment and that my, my family history, and my child's individualized personal data will not be revealed to others without my prior consent. Further, I recognize that once information is given it cannot be returned and will remain part of the research data.

I have read the forgoing carefully and I fully understand its content. I have had reasonable opportunity and a period of time to consult with an attorney regarding the form and substance of this document if I desired or thought it advisable or I could decline to participate in the Testing. Any questions that I might have concerning this information and consent have been answered to my satisfaction. I understand that I may be present if I wish and I am encouraged to be present during the course of any and all of the testing being performed on my child as described above. **I acknowledge and understand that the Testing Company has strongly advised me and highly recommended that I should if at all possible be present while such testing is being performed, due to the procedures used in such testing, as disclosed and discussed above, and if I elect not to be present then I am doing so of my own free will and despite the advice and recommendation of the Testing Company.**

This Agreement is governed by the laws of the state of Colorado. I voluntarily submit to the jurisdiction of the courts of Colorado. Venue shall be in the state courts located in Jefferson County, Colorado.

Signature of Parent/Guardian/Legal Custodian: Acknowledged and agreed, I hereby voluntarily consent to the testing of _____ (print name of child) by the Testing Company to attempt to detect potential pre-existing heart conditions as described above, and further agree to the **Waiver and Release of Liability**, and agree to the release of the results of the testing, all on the terms and conditions stated, and as described in further detail, above.

Parent/Guardian Signature: _____ Relationship to Child: _____
Print Name: _____
Date: _____

Signature of Child/Minor (only sign if 16 years or older- not required if child under 16): I hereby voluntarily consent to the testing of potential pre-existing heart conditions by the Testing Company as described above.

Child's Signature: _____
Printed Name of Child/Minor: _____

DISCLAIMER, WAIVER AND RELEASE OF MEDICAL LIABILITY

I understand, acknowledge, and agree that **PLAY WITH HEART**, a Colorado non-profit corporation (the “Testing Company”), is not a medical practice or firm and does not employ, or hire as consultants or contractors, any physicians or doctors or any person otherwise licensed to practice medicine in the State of Colorado or in any other State. Any and all physicians or licensed medical professionals who may review or evaluate the results of any testing performed on your child are doing so solely on a voluntary basis directly on my and my child’s behalf and have no contractual, legal, fiduciary or other form of formal relationship with the Testing Company, and are not receiving any direct form of compensation, remuneration, or payment from the Testing Company for performing such services. Therefore I understand, acknowledge, and agree that the Testing Company (A) does not give or make, nor can it give or make, any medical advice or recommendations, or prescribe any course of treatment, and expressly disclaims any and all such advice, and (B) does not have any control over the review by any physician, doctor, or other licensed medical professional of the results of any testing conducted on my child by the Testing Company, or the results of any such review and communication of such results to myself and/or my child.

THEREFORE, I UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE TESTING COMPANY DOES NOT ASSUME, AND IS NOT RESPONSIBLE FOR PROVIDING, MY CHILD WITH ANY MEDICAL OR SIMILAR PROFESIONAL STANDARD OF CARE, OR DUTY OR RESPONSIBILITY, WITH RESPECT TO THE PERFROMANCE OF ANY TESTING, AND DOES NOT ASSUME ANY DUTY TO PROVIDE, AND WILL NOT PROVIDE, ANY MEDICAL CARE OR ADVICE.

I FURTHER UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE TESTING COMPANY IS NOT RESPONSIBLE OR LIABLE FOR, AND EXPRESSLY DISCLAIMS, ANY AND ALL ADVICE, RECOMMENDATIONS, OR COURSES OF TREATMENT WHICH ARE PROVIDED BY ANY PHYSICIAN, DOCTOR, OR MEDICAL PROVIDER WHO REVIEWS AND/OR EVALUATES THE RESULTS OF ANY TESTING.

I FURTHER UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE TESTING COMPANY IS NOT RESPONSIBLE OR LIABLE FOR, AND EXPRESSLY DISCLAIMS, THE OUTCOME AND/OR PERFORMANCE OF ANY REVIEW AND/OR EVALUATION, AND ANY CONCLUSION OR RECOMMENDATION, BY ANY PHYSICIAN, DOCTOR, OR OTHER LICENSED MEDICAL PROFESSIONAL BASED ON OR IN CONNECTION WITH THE RESULTS OF ANY TESTING CONDUCTED ON MY CHILD BY THE TESTING COMPANY, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENCE OR MEDICAL MALPRACTICE ON THE PART OF SUCH PHYSICIAN, DOCTOR, OR OTHER LICENSED MEDICAL PROFESSIONAL.

As such, I, on behalf of myself and my child, and our assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives (the “Releasing Parties”), do hereby absolutely, fully, and forever release, relieve, waive, relinquish and discharge the Testing Company (as identified above) and any and all of the Testing Company’s directors, officers, volunteers, agents, contractors, and representatives (the “Released Parties”), of and from any and all actions or causes of action, actual or alleged claims, of any kind or undiscovered, known or unknown, accrued or un-accrued, suspected or unsuspected, which any Releasing Party may now have claim to have, or which may at any time hereafter accrue, arising out of, in connection with, in consequence of, in any way involving, or related to the review, evaluation, interpretation and communication of the results of any of the tests or testing as described in this document by any physician, doctor, or other medical professional (the “Reviewing Physician”), including but not limited to any failure to detect any heart condition which results in personal injury to or the death of my child, whether due to the negligence or medical malpractice by such Reviewing Physician or otherwise.

Signature of Parent/Guardian/Legal Custodian: Acknowledged and agreed, on behalf of and in connection with the testing to be performed by the Testing Company on _____ (print name of child).

Parent’s Signature: _____
Date: _____