

**LIABILITY WAIVER, ASSUMPTION OF RISK AND RELEASE OF CLAIMS AGREEMENT  
FLEX FUNDS ACTIVITY**

I, the undersigned, in consideration of funding for the below-named Participant's participation in the Activity described below, hereby acknowledge and agree to all the terms and conditions set forth herein in this Liability Waiver, Assumption of Risk, and Release of Claims Agreement (Agreement):

1. It is distinctly and particularly understood and agreed between the adult participant and/or the parent or legal guardian of a participant under the age of 18 years old or a participant lacking capacity to consent ("Participant") and the State of Idaho Department of Health and Welfare ("Department") that the Department is providing funding for the Activity in which the Participant is engaging in pursuant to the Department's agreement to aid in the provision of mental health services to the Participant. Such Activity is being provided through an independent provider in the community or engaged in independently by the Participant (as applicable). Furthermore, it is agreed that the Department does not direct or control the independent provider, and is in no way associated with its facilities, its policies, or procedures, or otherwise responsible for the delivery of the Activity for which the Department is providing funding.

The Activity consists of the following:

Participant Name: \_\_\_\_\_ Participant DOB: \_\_\_\_\_

2. In consideration for being allowed funding to participate in this Activity, I release from liability and waive my right and the participant's (if signing on behalf of another) right to sue the State of Idaho, Department of Health and Welfare, their employees, officers, volunteers and agents including without limitation Magellan Healthcare, Inc. (collectively "Department") from any and all claims, including claims of the Department's including without limitation Magellan Healthcare, Inc.'s negligence, resulting in any physical injury, illness (including death) or economic loss I or the participant may suffer or which may result from the participant's participation in this Activity, travel to and from the Activity (including air travel), or any events incidental to this Activity.

3. The participant is voluntarily participating in this Activity. I understand that there are risks associated with the participant's participation in this Activity, such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss. These injuries or outcomes may arise from the participant's own or other's actions, inactions, or negligence, or the condition of the Activity location (s) or facility (ies). Nonetheless, I assume all risks of the participant in this Activity, whether known or unknown to me, including travel to and from the Activity (including air travel) or any events incidental to this Activity.

4. I agree to indemnify and hold harmless the State of Idaho, the Department, its officer, employees, agents, representatives, including without limitation Magellan Healthcare, Inc. and successors from any and all claims, loss or damage to my personal property, liabilities and costs, including attorney's fees, as a result of my participation in this Activity, including travel to and from the Activity (including air travel) or any events incidental to this Activity. If the Department incurs any of these types of expenses, I agree to reimburse the Department.

5. If the participant needs medical treatment as a result of their participation in this Activity, travel to and from the Activity (including air travel), or any events incidental to this Activity, I agree to be financially responsible for any costs incurred as a result of such treatment.

6. This Agreement shall be governed by and construed under the laws of the State of Idaho, and I hereby consent to the jurisdiction of the state courts of the State of Idaho in the event of any dispute with respect to this Agreement.

7. If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision of this Agreement.

8. This release and waiver of liability shall be effective upon the date of my signature below and shall remain in effect for one (1) year or the period of \_\_\_\_\_ through \_\_\_\_\_.

9. **Adult Participant:** \_\_\_\_\_ (initial here) I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) releasing the Department including without limitation Magellan Healthcare, Inc from all liability, (b) waiving my right to sue the Department including without limitation Magellan Healthcare, Inc, (c) and assuming all risks of participating in this Activity, including travel to/from the Activity or any events incidental to this Activity.

10. **Parent/Legal Guardian of a minor or incapacitated participant:** \_\_\_\_\_ (initial here). I am the parent or legal guardian of the Participant. I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) releasing the Department including without limitation Magellan Healthcare, Inc. from all liability on my and the Participant's behalf, (b) waiving my and the Participants' right to sue the Department including without limitation Magellan Healthcare, Inc., (c) and assuming all risks of Participant's participation in this Activity, including travel to and from the Activity (including air travel) or any events incidental to this Activity. I hereby allow the Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of the Participant as described in this document. I agree to be bound by the terms of this document.

Adult Participant or Parent/Legal Guardian Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_