

LIABILITY WAIVER, ASSUMPTION OF RISK AND RELEASE OF CLAIMS AGREEMENT

FLEX FUNDS – PURCHASE OF EQUIPMENT

I, the undersigned, in consideration of funding for the Equipment 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 particularly understood and agreed between the parent or legal guardian of the Child/Youth receiving services from the State of Idaho Department of Health and Welfare ("Department") that the Department is providing funding for the Equipment described below for the benefit of the Child/Youth and his/her family pursuant to the Department's agreement to aid in the provision of mental health services to the Child/Youth. Such equipment is being purchased by the Department but shall be deemed to be owned by the undersigned parent or guardian. It is agreed that the Department including without limitation Magellan Healthcare, Inc does not direct or control the use of the Equipment, and is in no way associated with its use, or otherwise responsible for the Equipment for which the Department is providing funding, including use by anyone other than the Child/Youth to whom the Department is providing services.

The Equipment consists of the following: _____

Child/Youth Name: _____ Participant DOB: _____

2. In consideration for being allowed funding to purchase Equipment, I release from liability and waive my right and my Child/Youth's 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, my Child/Youth, or others may suffer or which may result from using the Equipment, or any events incidental to use of the Equipment.

3. I understand that there may be risks associated with using the Equipment, 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 use of the Equipment by myself, my Child/Youth, or others' actions, inactions, or negligence, or the condition of the Equipment. Nonetheless, I assume all risks associated with the ownership of the Equipment.

4. I agree to indemnify and hold harmless the State of Idaho, the Department, its officers, employees, agents, representatives, including without limitation Magellan Healthcare, Inc. and successors from any and all claims, loss or damages, liabilities and costs, including attorneys' fees, incurred as a result of use of the Equipment, or any events incidental to the use of the Equipment. If the Department incurs any of these types of expenses, I agree to reimburse the Department.

5. 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.

6. 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.

7. This release and waiver of liability shall be effective upon the date of my signature below and shall remain in effect for as long as I own the Equipment.

8. I am the parent or legal guardian of the Child/Youth receiving Department services. 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 my Child/Youth's behalf, (b) waiving my and my Child/Youth's right to sue the Department including without limitation Magellan Healthcare, Inc., (c) and assuming all risks of use of the Equipment, or any events incidental to using the Equipment. I understand that I am responsible for the Equipment as described in this document. I agree to be bound by the terms of this document.

Parent/Legal Guardian Signature: _____

Printed Name: _____

Date: _____