



WAIVER AND RELEASE OF LIABILITY CARE and CARE+PLUS programs

I hereby affirm that I have read the description of the NGCF CARE and/or CARE+PLUS Programs that is contained in this application for assistance under the CARE and/or CARE+PLUS Programs. In addition, I acknowledge that I have the right to ask the NGCF CARE and of CARE+PLUS Program staff any questions that I have or may have concerning the description of the NGCF CARE and/or CARE+PLUS Programs (the Description) or this waiver. I hereby agree to take all actions that are or may be required of me pursuant to the Description and to otherwise conform to its terms.

WAIVER AS TO THE NCGF CARE and/or CARE+PLUS Programs: On the basis of the foregoing, I, on behalf of myself and my heirs, successors and assigns, hereby waive and release from any and all claims, damages and/or costs of whatever kind, whether legal or equitable and whether based on theories of contract, tort, strict liability or otherwise, that I may have now or in the future that may arise out of or that are related in any way to the above application for assistance from the NCGF CARE and/or CARE+PLUS Programs and/or any grant, denial, increase or termination of assistance made as a result of this application.

WAIVER AS TO THE PRESCRIPTION OF THE DRUG: I understand that the NGCF CARE and/or CARE+PLUS Programs are not involved in the prescription of the drug that may be the subject of an award to the patient under the NGCF CARE and/or CARE+PLUS Programs. Accordingly, I hereby waive and release from any and all claims, damages and/or costs of what ever kind, whether legal or equitable and whether based on theories of contract, tort, or strict liability or otherwise, that I have now or in the future that may arise out of or that relate in any way to the decision to prescribe the drug that may be the subject of any award to me under the NGCF CARE and/or CARE+PLUS Programs.

COVENANT NOT TO SUE: In furtherance of the foregoing Waivers and Releases of Liability and in consideration of the NGCF CARE and/or CARE+PLUS Programs or any officer, director or employee, member organization, shareholder, volunteer, servant, contractor, subsidiary or parent corporation, or agent of the NGCF CARE and/or CARE+PLUS Programs or any person consulted by the NGCF CARE and/or CARE+PLUS Programs that is based on or is in any way related to the matters which I, in this document have waived and released liability.

EXTENSION OF WAIVERS AND COVENANTS NOT TO SUE OTHERS: In each instance in this document where I have waived or released liability against, or covenanted not to sue, I hereby agree that the Waiver and Release of Liability and or covenant not to sue shall also extend to and insure to the benefit of any officer, director, employee, member organization, shareholder, volunteer, servant, contractor, subsidiary or parent corporation or agent of any person consulted by the NGCF CARE and/or CARE+PLUS Programs.

NO WARRANTIES EITHER EXPRESSED OR IMPLIED: I further understand that no warranties, either expressed or implied, were made about the NGCF CARE and/or CARE+PLUS Programs, the assistance that might be awarded or if awarded continued, under the NGCF CARE and/or CARE+PLUS Programs. I recognize the NGCF CARE and/or CARE+PLUS Programs right to review and change the NGCF CARE and/or CARE+PLUS Programs at any time.

SEVERABILITY: If at any term, covenant, provision, agreement, release, waiver or other obligation contained in this Waiver and Release shall be determined to be invalid or unenforceable, the remainder of the Waiver and Release shall remain in full force and not be affected thereby.

OPPORTUNITY FOR REVIEW OF WAIVER: I acknowledge that prior to signing this Waiver and Release of Liability, I had the right to ask the NGCF CARE and/or CARE+PLUS Programs any questions, about and review with me any aspect of and to have counsel of my choosing review this Waiver.

TITLES PARAGRAPH: The titles of the paragraphs that appear in the Waiver and Release are for convenience only and do not constitute terms and conditions of the Waiver and Release of Liability.

_____ Signature of Applicant	_____ Date	_____ Print Name of Applicant	_____ Age	_____ Applicant SS Number
_____ Signature of Witness #1	_____ Date	_____ Print Name of Witness #1		
_____ Signature of Witness #2	_____ Date	_____ Print Name of Witness #2		

SIGNATURE OF CO-APPLICANTS: We, the undersigned, hereby represent that we are either (a) the parents of the applicant; or (b) have legal custody or guardianship over the applicant; or (c) that we claimed (or can claim) the applicant as a dependent on our most recent (or next) federal income tax return, (d) we have the legal right to act on behalf of the applicant. We also affirm that, if we know of any other person who fits the description contained in the preceding sentence, we will disclose to the NGCF CARE and/or CARE+PLUS Programs the name, address, phone number, relationship to the applicant of that person, and any other appropriate information the NGCF CARE and/or CARE+PLUS Programs may request about that person.

We affirm that we have read and that we understand the Description of the NGCF CARE and/or CARE+PLUS Programs that is contained in the application for assistance and the foregoing Waiver and Release of Liability. We also acknowledge that prior to signing this Waiver, we had the right to ask the NGCF CARE and/or CARE+PLUS Programs any questions regarding this Waiver and the Description and to have the NGCF CARE and/or CARE+PLUS Programs review with us any aspect of this Waiver and the Description. We also affirm that we have explained the Description of the NGCF CARE and/or CARE+PLUS Programs and the foregoing Waiver and Release of Liability to the applicant. We hereby agree, on behalf of ourselves and the applicant, to take all actions that are or may be required of us pursuant to the Description of the NGCF CARE and/or CARE+PLUS Programs. We also agree on behalf of ourselves and the applicant, to be bound by all the terms, conditions and covenants of the foregoing Waiver and Release of Liability.

_____ Signature of Co-Applicant	_____ Date	_____ Print Name of Applicant	_____ Relationship to Applicant
_____ Signature of Witness #1	_____ Date	_____ Print Name of Witness #1	
_____ Signature of Witness #2	_____ Date	_____ Print Name of Witness #2	