



Release and Waiver

In consideration of the lung transplant grant (hereinafter the "Grant") received from the Boomer Esiason Foundation (hereinafter the "Grantor"), I, _____ (hereinafter the Grantee), do hereby release and forever discharge and hold harmless the Grantor and Grantor's successors and assigns from any and all liability, claims, demands, costs and damages of any kind, whether arising from lost government assistance, need-based benefits, tort, contract or otherwise, which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to my acceptance of the Grant from the Released Parties. I have had an opportunity to review, with an attorney, an accountant, or other persons knowledgeable on the issues surrounding government assistance and benefits, the effect my acceptance of the funds may have on my continued access to government assistance and needs-based benefits. I understand and acknowledge that by signing this Release I assume the risk that acceptance may have on the government assistance and benefits.

Grantee understands and acknowledges that this Release and Waiver is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

Signature of Grantee

Date

Printed Name of Grantee

Address