



Make A Child Smile Organization

www.makeachildsmile.org

a 501(c)(3) tax-exempt organization

EIN: 88-0433621

MACS Privacy Disclaimer & Terms and Conditions

DISCLAIMER

The Make A Child Smile Organization assumes no responsibility or liability for any information posted outside of our website.

We advise you to use your discretion in sharing information about yourself, your children and other family members on the internet, whether it's by email, postal mail or on your personal website. All information sharing is optional and done so at your own risk. Privacy is a very personal matter and we encourage you to be careful and responsible when disclosing personal information online. The same applies to communicating with others by regular postal mail and disclosing any personal information to them in writing.

You are responsible for maintaining the confidentiality of your Personal Information including, but not limited to: any family Last Names; home address; home phone number; cellular phone number; email address; hospital name, address and room number where your child is inpatient; the name and address of the school which your child attends, etc...

LIMITATION ON LIABILITY

In no event shall Make A Child Smile Organization (its subsidiaries, affiliates, and their respective officers, agents, partners and employees) be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including any other damages arising from your use of the Make A Child Smile Organization Services, even if the Make A Child Smile Organization has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Make A Child Smile Organization's liability to you for any cause whatsoever.

DISPUTES

The Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of law provisions. You and Make A Child Smile Organization agree to submit to the exclusive jurisdiction of the courts located within the State of Florida to resolve any dispute arising out of the Agreement or the Make A Child Smile Organization Services.

Each of the parties hereby knowingly, voluntarily and intentionally waives any right it may have to a trial by jury in respect of any litigation (including but not limited to any claims, counterclaims, cross-claims, or third party claims) arising out of, under or in connection with this agreement. Further, each party hereto certifies that no representative or agent of either party has represented, expressly or otherwise, that such party would not in the event of such litigation, seek to enforce this waiver of right to jury trial provision. Each of the parties acknowledges that this section is a material inducement for the other party entering into this agreement.

() **Initial Mother** () **Initial Father**



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INDEMNITY

You agree to indemnify and hold Make A Child Smile Organization, its subsidiaries, affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Make A Child Smile Organization Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth in this Agreement and/or if any Content that you post on or through the Make A Child Smile Organization Services causes Make A Child Smile Organization to be liable to another.

**I UNDERSTAND THE RISK OF MAKING PERSONAL INFORMATION AVAILABLE TO THE PUBLIC.
I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.**

To be signed by BOTH parents, unless one has Sole Custody of the child

Signature Date

Signature Date

Print Name

Print Name

Child's full name (who will be featured on MACS - one Form per child)

This Form may be faxed to (866) 498-9772 (no cover sheet needed)

Or Mailed to:

**Make A Child Smile
614 E. Hwy 50, #150
Clermont, FL - 34711**