

EXPRESS ASSUMPTION OF RISK, RELEASE, IMDEMNIFICATION AND  
COVENANT NOT TO SUE AGREEMENT

Please give us your scheduled date for surgery \_\_\_\_\_

In consideration for the undersigned being able to utilize the Eternally Vain Service, or consulting with **Didi Carr Reuben**, I hereby freely and voluntarily execute the following release:

1. The undersigned hereby release and forever discharge and hold harmless Eternally Vain, Didi Carr Reuben, her agents, servants, employers or associates, excluding any medical personnel, (hereinafter collectively referred to as the "Released Parties") from any and all claims, demands, rights of action, causes of action, contracts, promises, agreements of whatever kind or nature, either in law or in equity, even if caused by negligence which arise or may hereafter arise from Release Parties' conduct. The undersigned understand and acknowledge that the execution of this Release discharges and will discharge the Released Parties from any liability or claim that the undersigned may have against Released Parties with respect to any bodily injuries, personal injuries, illness, death or property damage or any other damages which may result from the action or inaction of the Released Parties. The undersigned further understand that the Released Parties assume no responsibility for and are not obligated in any way to provide financial assistance or other assistance in the event of injury, illness, death or property damage or and damages or compensation whatsoever from any conduct or omission on the part of the Released Parties and I further accept and assume all risks from my utilization of the Released Parties services.
2. The undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California and this Release shall be governed by and interpreted in accordance with the laws of the State of California. The undersigned agrees that this Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral statements have been made to me to induce me to sign this Agreement. The Release may be amended only by agreement in writing, signed by the parties hereto. In the event of litigation relating to this Release, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Venue shall lie exclusively within the State of California, county of Los Angeles.

I HEREBY AFFIRM THAT I HAVE READ THIS DOCUMENT, AND I UNDERSTAND AND AGREE TO ITS CONTENTS.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print your name here

**\* For patients Opting to Have Surgery at the Santa Lucia Clinic, please read carefully and initial.**

Didi Carr Reuben has recommended that I use the full service Cima hospital over the Santa Lucia clinic which I understand is more limited than the hospital in its ability to handle emergencies. However, after considering both options i have decided to go with the Santa Lucia clinic for my surgery which will take place on \_\_\_\_\_

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

I am enclosing a gift-from-the-heart donation check to "GriefHaven" on behalf of Didi Carr Reuben (see "Pay It Forward" page on the website for details)