ATHLETIC HEART CARDIAC AND METABOLIC TESTING, LLC

INFORMED CONSENT FOR EXERCISE TESTING OF CHILD, RELEASE OF RESULTS, AND DISCLAIMER AND WAIVER OF MEDICAL MALPRACTICE LIABILITY

This is a legal document, so please carefully and thoroughly read through the following! If you consent to and are in agreement with what is set forth below, please sign where indicated and submit this form prior to screening. Please let us know if you have any questions regarding this document, but WE STRONGLY ENCOURAGE YOU TO CONSULT WITH AN ATTORNEY if you have any such questions.

INFORMED CONSENT TO TESTING

I, being the parent, legal guardian, or custodian of the minor child identified below on page 3 of this Informed Consent for Exercise Testing of Child, Waiver of Liability, Release of Results, and Disclaimer and Waiver Of Medical Malpractice Liability, hereby VOLUNTARILY REQUEST AND CONSENT, and give authorization to, Athletic Heart Cardiac and Metabolic Testing, LLC, a Florida limited liability company (the “Testing Company”), to conduct a resting electrocardiogram and, if elected by me by signing the accompanying document entitled “Election for Additional Echocardiogram Test”, an additional test known as a resting echocardiogram, to attempt to detect potential pre-existing heart conditions in my child which may cause sudden cardiac arrest and/or death. I understand that the information obtained during the course of the testing of my child will not be evaluated by the Testing Company, but will instead be evaluated by a third-party physician, who will review the results of this basic test to attempt to determine whether there are any of these potential pre-existing heart conditions. I therefore further voluntarily request and consent for a licensed physician to review and evaluate the results from any such tests.

I UNDERSTAND AND AGREE THAT, unless otherwise elected by me where indicated below, the only test that will be performed on my child is a resting electrocardiogram, which is an extremely basic and inherently limited test, and that there are many underlying pre-existing heart conditions, any of which could result in sudden cardiac arrest and/or death, which would not be detected by this test, or which even if ordinarily capable of being detected by such test may not present themselves for detection at the time of or during the course of such testing, and thus go undetected.

I understand that if I do not elect for this echocardiogram to be performed, pre-existing heart conditions which may not be detected by the resting electrocardiogram but which may be detected by the resting echocardiogram may be present in my child and may not be detected. IF I DESIRE FOR THIS ADDITIONAL TEST TO BE PERFORMED ON MY CHILD, then I acknowledge that I MUST sign and submit the document entitled “Election for Additional Echocardiogram Test” accompanying this Informed Consent for Exercise Testing of Child, Waiver of Liability, Release of Results, and Disclaimer and Waiver of Medical Malpractice Liability. I understand that there will be an additional charge to perform such echocardiogram as indicated in such document.

CONDUCT OF THE TESTING

In order to conduct the resting electrocardiogram and, if elected by me, the resting echocardiogram, on my child, I understand and acknowledge that my child may have to partially disrobe in order to expose certain areas of my child’s chest and torso necessary for the testing devices to be attached. This is necessary in order for the tests to properly function by monitoring the heart and cardiac activity of my child. I hereby voluntarily consent to such form and manner of testing being conducted on my child. I acknowledge and understand that I, or my child, may stop any testing procedure at any time before or during the testing for any reason (including if I or my child becomes uncomfortable with the testing procedure) or for no reason with no penalty and any moneys paid by me for the testing will be refunded. Due to the conduct of the testing, in the strongest manner possible, the Testing Company strongly recommends and highly advises that I or another parent/guardian/legal custodian be present during all of the testing procedures. I understand, recognize, and acknowledge that I have been so advised and, if I choose not to be present, I do so voluntarily and in my own free will and despite the advice and recommendation of the Testing Company.

In the event that any medical emergency occurs during the testing, while every effort will be made to contact the parent/guardian/custodian, I hereby consent to any treatment which might become necessary as a result of a medical emergency while my child is a participant in the testing. I understand that health/accident coverage is the responsibility of the participant or their parent/guardian/legal custodian.

RELEASE OF RESULTS

I also hereby voluntarily give consent to the inclusion of the results of any testing performed on my child, and data concerning my health and fitness status and family medical history, if any, which may be obtained by personnel of the Testing Company, in
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a research data bank which will be used to perform further research and investigations on pre-existing heart conditions, and investigate the relationships between various aspects of lifestyle and health (especially risk of heart disease and pre-existing heart conditions). In addition to the results of any testing performed on my child, the data included in this data bank may be derived from questionnaires, medical examination, and lab testing, and may include medical history, family history of heart disease, smoking history, cardiorespiratory analysis, body composition, exercise tolerance, blood, diet, psychosocial, musculoskeletal, demographic and physical activity data.

I understand that this data used for scientific research will receive only impersonal statistical treatment and that my child’s individualized personal data will not be revealed to another person without my prior consent. Further, I recognize that I can discontinue participation at any time without penalty of any kind.

I have read the forgoing carefully and I fully understand its content. I have had reasonable opportunity and a period of time to consult with an attorney regarding the form and substance of this document if I desired or thought it advisable. Any questions that I might have concerning this information and consent have been answered to my satisfaction. I understand that I may be present if I wish during the course of any and all of the testing being performed on my child as described above.

DISCLAIMER AND WAIVER OF MEDICAL MALPRACTICE LIABILITY AND GENERAL RELEASE OF TESTING COMPANY

I understand, acknowledge, and agree that the Testing Company is not a medical practice or firm and does not employ, or hire as consultants or contractors, any physicians or doctors or any person otherwise licensed to practice medicine in the State of Florida or in any other State. Any and all physicians or licensed medical professionals who may review or evaluate the results of any testing performed on your child are doing so solely on a voluntary basis directly on my and my child’s behalf and have no contractual, legal, fiduciary or other form of formal relationship with the Testing Company, and are not receiving any direct form of compensation, remuneration, or payment from the Testing Company for performing such services. The Testing Company only employs and/or retains as consultants athletic trainers and equipment technicians. Therefore I understand, acknowledge, and agree that the Testing Company (A) does not give or make, nor can it give or make, any medical advice or recommendations, or prescribe any course of treatment, and expressly disclaims any and all such advice, and (B) does not have any control over the review by any physician, doctor, or other licensed medical professional of the results of any testing conducted on my child by the Testing Company, or the results of any such review and communication of such results to myself and/or my child.

THEREFORE, I UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE TESTING COMPANY DOES NOT ASSUME, AND IS NOT RESPONSIBLE FOR PROVIDING, MY CHILD WITH ANY MEDICAL OR SIMILAR PROFESSIONAL STANDARD OF CARE, OR DUTY OR RESPONSIBILITY, WITH RESPECT TO THE PERFORMANCE OF ANY TESTING, AND DOES NOT ASSUME ANY DUTY TO PROVIDE, AND WILL NOT PROVIDE, ANY MEDICAL CARE OR ADVICE.

I FURTHER UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE TESTING COMPANY IS NOT RESPONSIBLE OR LIABLE FOR, AND EXPRESSLY DISCLAIMS, ANY AND ALL ADVICE, RECOMMENDATIONS, OR COURSES OF TREATMENT WHICH ARE PROVIDED BY ANY PHYSICIAN WHICH REVIEWS AND/OR EVALUATES THE RESULTS OF ANY TESTING.

I FURTHER UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE TESTING COMPANY IS NOT RESPONSIBLE OR LIABLE FOR, AND EXPRESSLY DISCLAIMS, THE OUTCOME AND/OR PERFORMANCE OF ANY REVIEW AND/OR EVALUATION, AND ANY CONCLUSION OR RECOMMENDATION, BY ANY PHYSICIAN, DOCTOR, OR OTHER LICENSED MEDICAL PROFESSIONAL BASED ON OR IN CONNECTION WITH THE RESULTS OF ANY TESTING CONDUCTED ON MY CHILD BY THE TESTING COMPANY, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENCE OR MEDICAL MALPRACTICE ON THE PART OF SUCH PHYSICIAN, DOCTOR, OR OTHER LICENSED MEDICAL PROFESSIONAL.

As such, I, on behalf of myself and my child, and our assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives (the “Releasing Parties”), do hereby absolutely, fully, and forever release, relieve, waive, relinquish and discharge the Testing Company (as identified above) and any and all of the Testing Company’s directors, officers, employees, agents, contractors, and representatives (the “Released Parties”), of and from any and all actions or causes of action, actual or alleged claims, of any kind or undiscovered, accrued or un-accrued, suspected or unsuspected, which any Releasing Party may now have claim to have, or which may at any time hereafter accrue, arising out of, in connection with, in consequence
of, in any way involving, or related to (i) the screening tests performed by the Testing Company, including but not limited to the negligence of a Released Party, and/or (ii) the review, evaluation, interpretation, conclusion, communication, and recommendation of the results of any of the tests or testing as described in this document by any physician, doctor, or other medical professional (the “Reviewing Physician”), including but not limited to any failure to detect any heart condition which results in personal injury to or the death of my child, whether due to the negligence or professional medical malpractice by such Reviewing Physician or otherwise.

Signature of Parent/Guardian/Legal Custodian (required for all applicants): Acknowledged and agreed, I hereby voluntarily consent to the testing of __________________________ (print name of child) by the Testing Company to attempt to detect potential pre-existing heart conditions as described above, and further agree to the waiver of liability, disclaimer and waiver of medical malpractice liability, and agree to the release of the results of the testing, all on the terms and conditions stated, and as described in further detail, above on this page and on the prior two (2) pages. Electronic copies of this document and this signature page shall be deemed originals.

Sign: ___________________________ Relationship to Child: ___________________________
Print Name: ___________________________
Date: ___________________________

Signature of Child/Minor (only sign if 16 years or older- not required if child under 16; signature of parent/guardian/legal custodian still required above for all applicants): I hereby voluntarily consent to the testing of potential pre-existing heart conditions by the Testing Company as described above.

By: ___________________________
Printed Name of Child/Minor: ___________________________