

Performance Evaluation Group, LLC

INFORMED CONSENT, WAIVER OF LIABILITY AND RELEASE

INFORMED CONSENT

I, being the parent, legal guardian, or custodian of the minor child involved in the concussion evaluation (herein "my child") and a student or sports participant at the school or organization identified (the "School" or Organization) and, hereby VOLUNTARILY REQUEST and CONSENT, and give authorization to **Performance Evaluation Group, LLC** an Ohio limited liability company ("PEG"), to conduct a concussion evaluation to obtain a baseline that may be used in the future as a comparative, when a concussion has been identified ("Evaluation"). This Evaluation includes a cognitive test and a movement baseline assessment of my child's balance reaction time, acceleration, deceleration, speed and heart rate recovery using movement baseline technology. I understand that the information obtained during the course of this evaluation of my child may be shared with a physician who is authorized to treat my child if a concussion has been identified.

I understand and acknowledge that in order to conduct the Evaluation, my child will need to conduct movements in a game like situation in order to most accurately obtain and measure my child's baseline data. I further understand and acknowledge that this testing carries risks similar to those that occur during my child's participation in sporting activities, such as the risk of injury, illness, and any risks associated with an increased heart rate, including but not limited to, cardiac arrest and death.

I represent that my child has had a current physical performed by a duly licensed physician, and that my child has been cleared to participate in vigorous activities and exercise, including sporting activities. In the event that a medical emergency occurs during my child's Evaluation, I hereby consent to any necessary treatment for my child, by PEG or its contractors or any third party. I understand and guarantee all financial responsibility for all medical expenses and costs incurred in the event that my child receives treatment for a medical emergency.

I further voluntarily request and consent for a licensed physician to review and evaluate the results of my child's Evaluation.

NO GUARANTEE OF RESULTS; WAIVER AND RELEASE OF LIABILITY

I understand that PEG does not diagnose, treat or identify any concussion. Rather, PEG merely provides a baseline concussion evaluation for the purpose of being used as a comparative reference when a concussion has been identified. Therefore, I acknowledge and agree that PEG can make no, and does not make and expressly disclaims, any warranty or guarantee that a concussion has been identified. I hereby absolutely, fully, and forever release, relieve, waive, and relinquish PEG of any liability of the tests being performed by PEG.

As such, I, on behalf of myself and my child and/or assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives (the "Releasing Parties"), release PEG, the school, organization, and any and all of their respective directors, officers, employees, child, whether due to the inherent limitations in the testing procedures, volunteers, 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 the performance, interpretation and communication of the results of any of the tests or testing as described in this document, including but not limited to any failure to detect any condition which results in the personal injury to or death or negligence of any of the released parties, or otherwise. I also agree that I, my child, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any release in connection with any of the matters covered by the foregoing release.

I further understand PEG is not responsible or liable for, and each expressly disclaims, the outcome and or performance of any review and or evaluation, and any concussion or recommendation, by any physician, doctor, or other licensed medical of any testing conducted on my child, by PEG, including negligence or medical malpractice on the part of such physician, doctor, or other licensed medical professional.

I recognize and acknowledge that I am personally responsible for taking appropriate follow-up and additional necessary actions on behalf of my child upon receipt of any results from any of the tests, including but not limited to following up with a licensed physician regarding any detected concussion, and ensuring that my child refrains from any physical activities. I understand that follow-up care and treatment for my child is not a part of the testing or services offered by PEG and are solely my responsibility.

RELEASE OF RESULTS

I voluntarily request and authorize PEG to disclose and release any and all information obtained about my child or results obtained during this Evaluation to my child's school athletic trainer, my child's team physician, my child's coach, a consulting neurologist or neuropsychologist if applicable, the treating physician(s) in the event of my child's head injury, and/or any other physician(s) designated by me (collectively, the "Authorized Parties"). This authorization shall be effective for all past, present, and future periods.

By signing this document, I also hereby voluntarily agree that PEG, its subsidiaries and affiliates, shall retain ownership of all de-identified information, including demographic information and health history information, and results obtained during the Evaluation of my child ("De-Identified Information"). I further agree that PEG may transfer, exchange, sell, lease, or otherwise assign partial or

complete rights, ownership, and title to this De-identified Information to a third party for any lawful purpose, including research. I also give consent to the inclusion of the De-Identified Information in a research data bank which will be used to provide normative data for further research and investigations on concussions.

PAYMENT FOR TESTING

I understand and acknowledge that payment must be submitted at the time of my child's Evaluation. In the event that I provide insurance for testing of my child, I understand and acknowledge that all services will be billed by the healthcare providers and facilities actually providing services, and that these services are conducted by PEG as a contracted service with third party hospitals and physicians. I understand it is my responsibility to determine whether the contracted hospitals and physicians are covered by my child's insurance plan. I guarantee payment for my child's Evaluation and any other services performed.

REVIEW OF CONTENT

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.

Signature of Parent/Guardian/Legal Custodian: Acknowledged and agreed, I hereby voluntarily consent to the testing of the minor child involved in the concussion evaluation by PEG to document baseline information that will be used as a comparative if a concussion has been identified, and further agree to the waiver of 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.

I therefore confirm the release of liability of Performance Evaluation Group, LLC and those other persons listed above in this Informed Consent, Waiver of Liability and Release form in connection with the baseline testing as described in this form. I understand that payment must be submitted in order for testing to be conducted, I understand that my child must be present 30 minutes prior to the scheduled test and NO refunds will be made for missed appointments.

BY: _____

NAME: _____

DATE: _____

ACKNOWLEDGED AND AGREE: I have signed this informed Consent, Waiver of Liability and Release document

By: _____

Relationship to Child: _____

Signature of Child/Minor (only sign if 18 years or older - not required if child under 18) I hereby voluntarily consent to the testing as described above

Printed Name of Child/Minor: _____