

# Kids on a Mission, A Children's Business Fair

April 27, 2019

**LIABILITY RELEASE, INDEMNITY, PROMISE NOT TO SUE, AND AUTHORIZATION AND RELEASE OF LIKENESS PLEASE READ CAREFULLY BEFORE SIGNING.** I, the undersigned, in consideration of my child's or ward's participation in the 2019 Kids on a Mission, A Children's Business Fair and any related activities (collectively, the "Event"), wherever the Event may occur, acknowledge that I am aware that my or my child's or ward's participation in the Event involves risks, which among other things, may include but are not limited to scrapes, bruises, twisted ankles and various injuries to the body, including death and heat and stress related issues, and I freely assume on my own and/or my child's or ward's behalf all risks incidental to such participation. In consideration of my and/or my child's or ward's participation in the Event and in my own and/or my child's or ward's behalf, and on behalf of my and/or my child's or ward's heirs, executors, administrators, successors and assigns, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs and expenses of any nature arising out of, related to, or in any way connected with my or my child's or ward's participation in the Event and/or any such related and associated activities, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such liabilities, claims, actions, damages, costs and expenses including by way of example, but not limited to, all attorneys' fees, costs of court, and the costs and expenses of other professionals and disbursements up through and including any appeal. I, for myself and my child and/or ward, understand that this release and indemnity includes any claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including, without limitation, death), property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during or after such participation. I declare that I and (if participating) my child or ward are physically fit and have the skill level required to participate in the Event and/or any such related and associated activities. I further authorize medical treatment for me and/or my child or ward, at my cost, if the need arises.

I hereby grant and convey to the Orange County Rescue Mission all right, title, and interest for the future and/or commercial use in any and all photographic images and video or audio recordings of me or my children listed below (collectively, "Media") made by the Orange County Rescue Mission or any of its agents or affiliates, during my activities with the Orange County Rescue Mission, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I further release, authorize and give full consent to the Orange County Rescue Mission to publish, use, display or release to any third party or the Media for the purposes of promoting the Orange County Rescue Mission or our partnership with any church, group, business or agency, including visual displays, exhibitions, on its website or written publications, radio or television advertisements. I acknowledge that I have received no monetary compensation for materials used pursuant to this release and that my consent for the aforementioned use of photos and videos is voluntary. I further understand that my acceptance into the program is not contingent on my consent. I also declare by my signature below, that any testimony I give for use by the Orange County Rescue Mission will be factual and accurate.

For the purposes hereof, the "Released Parties" are: Orange County Rescue Mission, its directors, officers, employees, agents, and Event sponsors together with their subsidiary, affiliated and related entities of each of them, and the trustees, officers, directors, employees, and volunteers of any of them. I understand that the entry fee for the Event is non-refundable and non-transferrable. I further understand that the Event sponsors reserve the right to postpone or cancel the Event due to circumstances out of the sponsors' control such as weather, natural disasters or other emergencies. No refunds will be issued under these circumstances. The Event sponsors may also alter the course and distances for the safety of the participants. I further grant the Released Parties the right to photograph and videotape me and my child or ward and further to display and use my and my child's or ward's name, face, likeness, voice, and appearance forever and throughout the world, in all media, whether now known or hereafter devised (including, without limitation, in online web casts, television, motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of the Event or the Released Parties, without compensation, reservation or limitation. I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF THIS LIABILITY RELEASE, INDEMNITY, PROMISE NOT TO SUE, AND AUTHORIZATION AND RELEASE OF LIKENESS.

Name of Participant \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_