

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT



wildsight

Please note that by signing this agreement, you give up the right to sue for any injury or damages, howsoever caused.

TO: Wildsight ("the Company") and its directors, officers, employees, representatives and agents (collectively called "the Agents").

I, _____ (parent) hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

I am the parent/guardian of _____ (the "Student").

I agree as a precondition to my or my child's participation in all events organized by "the Company" and/or "the Agents" including, but not limited to the Go Wild Youth Leadership Program involving all aspects of wilderness backcountry hiking and camping; weather; traveling in a school van on highway, secondary and bush roads (collectively referred to as "the Activities") and in further consideration of "the Company" allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement ("the Agreement").

I acknowledge that "the Activities" involve inherent risks and dangers that may cause serious injury and possible death to participants.

I fully understand the risks and dangers associated with my participation in "the Activities" and accept same entirely at my own risk.

I hereby waive any and all claims which I may have against "the Company" and "the Agents" and release "the Company" and "the Agents" from all liability for injury, death, property damage or any other loss sustained by me as a result of my participation in "the Activities", due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care by "the Company" and/or "the Agents".

I appreciate that "the Agreement" limits the liability of "the Agents" to the same extent as it limits the liability of "the Company", even though "the Agents" are not formal parties to "the Agreement".

I AM 19 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND "THE AGREEMENT". I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "THE COMPANY" AND/OR "THE AGENTS" AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS. IF I AM THE PARENT AND / OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTAND AND EXECUTE "THE AGREEMENT" ON BEHALF OF CHILD / WARD.

Date	Name of Child (Printed)	Name of Parent or Guardian (Printed)	Signature of Parent or Guardian	Witness Signature

WILDSIGHT PHOTO RELEASE

I, the undersigned, hereby irrevocably transfer and assign to Wildsight (the "Organization") all my right, title, and interest, in and to my image ("my image") appearing in the photographs taken of me on:



Day: _____ **Month:** _____ **Year:** _____

At: (location) _____

I include the unrestricted right to publish or reproduce and to license the publication and reproduction of my Image. I acknowledge and agree that the Organization (stated above) owns the copyright in the Photographs. I understand and agree that the Photographs are intended to be licensed for use by the Organization, their agents, representatives, licensees and/or assignees (the "Parties"), and I acknowledge that I have been informed and understand that such licenses may be in a "Royalty-Free" context and that in a "Royalty-Free" context, the Parties will have no control over the manner in which the Photographs and my Image may be used by others, including licensees of the Parties. I consent to the publication and reproduction of the Photographs and my Image by the Parties and their licensees in any form, without any restrictions on changes or alterations to or distortion of the Photographs and my Image, in all media, including, but not limited to, advertising, display, editorial, Internet, packaging and television.

I hereby waive the right to inspect or approve the Photographs or materials incorporating the Photographs, including written copy that may be created and appear in connection therewith (including any name applied to my Image), and I release all claims that I, or my heirs, or personal representatives now or hereafter may have against any of the Parties or their licensees, directly or indirectly arising from or related to any use of the Photographs or my Image, or works derived therefrom that include my Image, including, but not limited to, claims for invasion of privacy, appropriation of personality, libel of defamation.

Model Name: _____

Address: _____

Signed: _____

Dated: _____ **Phone:** _____

EXECUTION FOR MINOR

I represent and warrant that I am the parent/legal guardian of the minor named above, and that I have full authority to execute this Model Release, Assignment and Waiver on his or her behalf and that upon such execution, it shall be binding upon the minor child, his/her heirs and legal representatives.

Name: _____

Signed: _____