

GRANT RECIPIENT PHOTO WAIVER AND RELEASE

San Ramon Valley Kiwanis Foundation, a California nonprofit corporation ("**Kiwanis**") desires to use and publicize the name, likeness and other information of Kiwanis grant recipient named below ("**I**" or "**me**") for promotion purposes. In exchange for receiving a monetary grant from Kiwanis, I give Kiwanis my permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Publicity Waiver and Release ("**Agreement**").

I hereby irrevocably permit, authorize, and license Kiwanis to display, reproduce, record, photograph, digitize, videotape, modify, alter, edit, adapt, create derivative works, otherwise use, and permit others to use my name, image, likeness, appearance, voice, and all materials created by or on behalf of Kiwanis that incorporate any of the foregoing ("**Materials**") on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on brochures and other print publications, electronic, magnetic, and optical media, television broadcasts, radio broadcasts, press releases, the Internet, and for the benefit of Kiwanis, including but not limited to advertising, public relations, publicity, and promotion of Kiwanis 4th of July Parade in Danville, California, without further consent from or royalty, payment, or other compensation to me.

I hereby irrevocably transfer and assign to Kiwanis my entire right, title, and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by Kiwanis, and that Kiwanis has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from Kiwanis's editing, alteration, or use of the Materials. Kiwanis has no obligation to use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**") arising directly or indirectly from the exercise of my rights under this Waiver and Release and the use and exploitation of the Materials, and whether resulting in whole or in part by the negligence of Kiwanis or any other person, covenant not to make or bring any such Claim against Kiwanis, and forever release and discharge Kiwanis from liability under such Claims.

I represent and warrant to Kiwanis that Kiwanis use of the Materials and the rights and license granted hereunder do not, and will not, violate any right of, or conflict with or

violate any contract with or commitment made to, any person or entity, and that no consent or authorization from any third party is required in connection herewith.

This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California. I represent and warrant I am duly authorized and have authority to execute this Agreement on behalf of the grant recipient named below.

THIS AGREEMENT PROVIDES KIWANIS WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING KIWANIS TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR NAME, LIKENESS, AND OTHER INFORMATION AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS WAIVER AND RELEASE AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE KIWANIS.

Name of Grant Recipient:

Signature

Printed Name:

Address:

Date: