



## CALIFORNIA YMCA YOUTH & GOVERNMENT PHOTO/AUDIO VISUAL/NARRATIVE RELEASE

I am 18 years of age or older and, if not, my Mother/Father/Legal Guardian has also signed below.

**My Consent.** For my participation in activities to be conducted by California YMCA Youth & Government, I give my consent, now and for all time, to California YMCA Youth & Government and collaborating third parties to make, reproduce, edit, broadcast or rebroadcast:

- Video film or footage of me,
- Sound track recordings of me
- Photo reproductions of me
- Any narrative account of my experience

My consent gives permission to use the above materials for publication, display, exhibition in promotions, advertising, documentary purposes, merchandising, and education. Use includes reproductions in any form and media, adaptations, and/or revisions, throughout the world and forever. I understand and agree there will be no compensation for this, and I will not make any claim for payment of any kind. I may, or may not be, identified in such reproductions; however, my name will not be used to endorse any commercial products or commercial services. I acknowledge that I am a voluntary participant and that I am not and shall not be deemed an employee of California YMCA Youth & Government. By signing below, I hereby waive any and all "moral rights" or droit morale, if any, that I may have in connection with my appearance in any filmed or photographed activities.

**Ownership, Confidentiality, and Shared Use.** With respect to any of the above uses, I further agree:

- All uses shall belong to California YMCA Youth & Government and it may share them with others and freely assign this release;
- There is no obligation of confidentiality;
- California YMCA Youth & Government shall exclusively own all known or later existing rights to the uses and I agree that the results and proceeds of my participation are and shall be deemed a "work-made-for-hire specially ordered or commissioned by California YMCA Youth & Government under all Copyright Laws for all purposes. In the event any further documents are needed to perfect such ownership shall be promptly executed by me and/or my guardian;
- California YMCA Youth & Government can use any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account for any purpose and without compensation to me. I confirm that, to the best of my knowledge, any statements I may make during any filming or recording will be true and will not violate or infringe upon any third party's rights.
- I acknowledge and agree that California YMCA Youth & Government shall be under no obligation to actually utilize my appearance in or in connection with any audio-visual material but it may do so in any form or medium.

**Release from Liability.** I agree that my consent is irrevocable. I hereby release and discharge California YMCA Youth & Government and its related parties, affiliates, assignees, subsidiaries, partners, distributors, representatives, employees, and those it has given permission to use the above, from any and all claims of every nature, actions, lawsuits or demands of any kind arising out of my consent, the use, or the shared use of the above materials.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, I WAIVE ANY AND ALL RIGHTS I MAY HAVE UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND EVERY LIKE PROVISION IN ANY FOREIGN JURISDICTION. SECTION 1542 PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

If a dispute arises, the dispute shall be first submitted to mediation and, failing resolution, then to binding arbitration, with both proceedings conducted by JAMS (the Judicial Arbitration and Mediation, Inc.) at 1601 Cloverfield Blvd., Suite 370-South, Santa Monica, California 90404, in compliance with its then published rules. The authority and power of the arbitrator shall be equal to, but shall not exceed, that power vested in the Superior Court of California, County of Los Angeles, applying California law, and any award given and determined by the arbitrator shall, in all respects, conform to existing California law. The arbitrator shall set forth his/her findings of fact and conclusions of law, and shall render an award based thereon.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Age: \_\_\_\_\_ Address: \_\_\_\_\_

I represent I am the Mother/Father/Legal Guardian of (child's name). For the consideration contained herein, I hereby consent to the foregoing on behalf of my minor child.

Signature of Mother/Father/Legal Guardian: \_\_\_\_\_

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_