



OUTREACH PROGRAMS

GENERAL CONSENT AND RELEASE FOR OUTSIDE THE LENS

In consideration for the opportunity to enroll in the above said Program, and for other valuable consideration, receipt of which is acknowledged, I hereby grant OUTSIDE THE LENS (“OTL”), its subsidiaries and agents, and any other persons or entities as they may designate, a worldwide, perpetual, irrevocable, non-exclusive, fully paid up, royalty free license to use, copy, publish, display and distribute, any original or copyrighted materials I create during the course of the above class, program or workshop (the “Works”), whether in original form or as edited or altered at the sole discretion of OTL, for any commercial or non-commercial lawful purpose in any type of media, including, but not limited to video, television, web-based publications, radio and print media including but not limited to photographic works. This permitted use may include incorporating the Works into a larger print media or film projects, and for web-based and promotional or advertising materials. OTL may revise and use the Works, and create derivative works, as it deems appropriate without further notice to or review or approval by me. I consent to the use of my name, likeness, voice and other personal or biographical information in connection with the Works and any revisions.

I hereby waive any privacy, moral, author’s or other rights that I may now, or in the future, be lawfully entitled to. I hereby release, discharge and agree to hold harmless OTL, its legal representatives or assigns and all persons acting under its permission or authority or those for whom it is acting, from any liability that may occur or be produced in completion of the final product, and from any claims that may arise in connection with the use of the Works, my name, likeness, voice or other personal or biographical information, or relating to any trademarks, trade names, copyrights or other intellectual property presently owned by me, or any work of art previously created by me, including any claims of defamation, invasion of privacy, infringement of moral rights, rights of privacy, right of publicity, trademark or copyright.

In addition, I hereby acknowledge that I will not be paid or provided any monetary compensation for the OTL’s use of the Works or related information including my name, likeness, voice, and other personal or biographical information, trademarks, trade names, copyrights or other intellectual property presently owned by me, or any work of art previously created by me pursuant to this Consent and Release Form.

I am the sole creator and owner of the Works and the copyrights thereto, and I have legal right and authority to grant this license and release. I have read this license and release, prior to its execution, and I am fully familiar with its contents.

I further represent, if no Parent or Legal Guardian signature is contained below, that I am at least eighteen years old and have the legal capacity to provide this Consent and Release.

Name (Please Print)

If a minor, signature of parent or guardian is required:

Signature

Parent/Guardian Signature

Date

Parent/Guardian Name (Please print)

OUTSIDE THE LENS RELEASE AND WAIVER OF LIABILITY AGREEMENT

ALL PARTICIPANTS IN THE OUTSIDE THE LENS OUTREACH PROGRAM AND RELATED EVENTS ARE REQUIRED TO ASSUME ALL RISK OF PARTICIPATION IN THE OUTSIDE THE LENS OUTREACH PROGRAM.

BY SIGNING THIS GENERAL RELEASE AGREEMENT.

1. I, the undersigned parent/guardian on behalf of my child, myself, and our personal representatives, assigns, heirs, and executors, hereby fully and forever release, waive, discharge and covenant not to sue Outside the Lens, its officers, directors, employees, and agents (collectively "Releases") from all liability to me, my child and our personal representatives, assigns, heirs and executors, for all loss(es) or damage(s) and any and all claims, demands, actions or causes of action therefore, on account of injury to my child including that which may result in the death of my child, whether caused by the active or passive negligence of all or any of the Releasees or otherwise, in connection with my child's participation in the Outside the Lens Outreach Program for while my child has been registered (the "OTL Outreach Program") and/or the transportation of my child to and from the OTL Outreach Program and/or my or my child's presence on the premises of their school site in connection with the OTL Outreach Program. I further hereby agree to indemnify and save and hold harmless the Releases and each of them, from any loss, liability, damage or costs they may incur in connection with my child's participation in the OTL Outreach Program and/or the transportation of my child to and from the OTL Outreach Program and/or my or my child's presence on the premises of their school site in connection with the OTL Outreach Program. It is my express intent that this General Release Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the Releases.
2. I represent and warrant that my child is in good physical condition and is able to safely participate in the OTL Outreach Program. I further represent and warrant that I have fully disclosed to the Releasees any allergies, medical conditions, medications or other such special circumstances or needs related to my child.
3. I am fully aware of the risks and hazards inherent in participating in the OTL Outreach Program and in spite of these risks voluntarily grant permission for my child to participate in it. I, on behalf of my child, assume all risks of loss(es), damage(s), or injury(ies) that may be sustained by him/her while participating in the OTL Outreach Program and/or being transported to and from the OTL Outreach Program and/or being present on the premises of their school site.
4. I consent to the use of my child's name and photograph in broadcasts, newspapers, brochures and other media without compensation.
5. I acknowledge that the OTL Outreach Program registration fee, if any such registration fee was charged, is non-refundable and non-transferable.
6. I warrant that all statements made herein are true and correct and understand that Releases have relied on them in allowing my child to participate in the OTL Outreach Program.
7. I also agree that this General Release Agreement shall be governed by California substantive law without regard to any of its principles of conflicts of law that would require the application of the laws of a different jurisdiction, and that any dispute resolution related to the enforceability of this General Release Agreement will be brought in the County of San Diego, California.

I REPRESENT AND WARRANT THAT I HAVE THE FULL RIGHT AND AUTHORITY TO ENTER INTO THIS GENERAL RELEASE AGREEMENT. I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, A PROMISE NOT TO SUE OR MAKE A CLAIM, AND AN AGREEMENT TO INDEMNIFY OUTSIDE THE LENS AND THE OTHER RELEASES. I HEREBY VOLUNTARILY AND WILLINGLY AND WITHOUT ANY INDUCEMENT ASSUME THE RISK OF ANY AND ALL INJURY OR DEATH DUE TO MY CHILD'S PARTICIPATION IN OTL SUMMER CAMP AND/ OR TRANSPORTATION OF MY CHILD TO AND FROM THE OTL SUMMER CAMP AND/OR MY OR MY CHILDS PRESENCE ON THE PREMISES OF THE THEIR SCHOOL SITE. I AM AWARE THAT THIS GENERAL RELEASE AGREEMENT IS A CONTRACT BETWEEN OUTSIDE THE LENS AND ME AND THAT MY CHILD CANNOT PARTICIPATE IN THE OTL OUTREACH PROGRAM OR TRAVEL OFFERED BY OUTSIDE THE LENS UNLESS I ENTER INTO THIS GENERAL RELEASE AGREEMENT, WHICH I AM DOING OF MY OWN FREE WILL

Student Name: _____

Grade: _____

Parent / Guardian Signature

Date