

OPERATION GRATITUDE EVENTS

STANDARD RELEASE AGREEMENT AND COMPLETE WAIVER AND RELEASE OF LIABILITY FOR ANY INJURY OR PROPERTY DAMAGE

EVENT DATES: March 1, 2010-December 31, 2011

LOCATIONS: National Guard Armory; 17330 Victory Blvd., Van Nuys, CA 91406
Various fundraising and/or outreach sites

OPERATION GRATITUDE conducts Care Package Drives, fundraisers and outreach events (collectively and individually “the Event”). In connection with the Event, Operation Gratitude and its agents and representatives intend to take photographs, motion pictures and/or sound recordings (“the recordings”) for use in connection with fundraising and publicity purposes. In consideration of my participation and appearance in the Event, I hereby authorize Operation Gratitude to record my name, image, voice and performance on film, tape or otherwise for use in connection with the foregoing purposes. I agree that the Recordings may be edited as desired and used in whole or in part for any and all broadcasting, audio-visual, and/or exhibition purposes in any manner or media, in perpetuity, throughout the world. No excerpts, including my name, voice, likeness or statements will be used for any other purpose. The recordings may be broadcast by means of television or internet and distributed and exhibited by such other methods or means, whether now known or hereafter devised, as Operation Gratitude may from time to time elect, in perpetuity. I understand that I have no rights to the Event or any benefits derived there from.

I consent to the use of my name, likeness, voice and biographical material about me in connection with the Event’s promotion.

I represent that I have the right to enter into this Agreement and that my performance and the rights I have granted in this Agreement will not conflict with or violate any commitment or understanding I have with any other person or entity.

I understand that the Operation Gratitude care package assembly Event is being held on government property and that I will be packing boxes of goods to send to U.S. Military personnel. I freely and voluntarily assume the risk of any and all injuries or property damage that may occur within or on any portion of these premises, including the parking lot adjacent to the armory and/or other Event locations.

Further, I release and forever discharge Operation Gratitude and the National Guard, the owners of the property, all volunteers, agents and associates and all others for any and all claims, causes of action, demands, damages, or costs I now have, or in the future may have for personal injuries or property damage (including attorney fees) resulting from my visits to this armory or the parking lot adjacent to the armory and/or other Event locations.

I agree to fully and completely indemnify, defend, and hold harmless Operation Gratitude, the National Guard, its agents, representatives, volunteers, associates and all others from and against any and all damages, injuries, claims losses, liabilities, costs and expenses (including attorney’s fees) arising from or in any way related to my entry on these premises, including the parking lot adjacent to the armory building and/or other Event locations.

I understand and expressly waive all rights under California Civil Code section 1542 (or comparable statutes in other states): “A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

I have read and understand this Waiver and Release of Liability. I further understand that this contract is legally binding, applies to all visits to Event sites, and that by signing below, I am giving up any right to sue or collect money damages for any injuries or property damage I may sustain in visiting Event sites.

Participants under the age of 18 must have this Release co-signed by a parent or legal guardian. This Agreement represents the entire understanding of the parties and may not be amended unless mutually agreed to by the parties in writing.

Participant’s Signature: _____ Date: _____ New Volunteer: _____ (Yes /No)

Print Name: _____ Email Address: _____

Phone: _____ Are you on our Email List? _____ Please add me to Email List: _____

PARENTS/GUARDIANS TO SIGN: I represent that I am the parent or guardian of the person for whom I am co-signing.

Parent or Guardian: _____ Relationship: _____ Date: _____

Print Name: _____ Email Address: _____

Phone: _____