



TUCKER'S TREEHOUSE PHOTO, PUBLICITY, AND LIABILITY CONSENT AND RELEASE

I, _____, (print name of Parent/Guardian/Caretaker or Adult Participant),

understand that Tucker's Treehouse (TT) may from time to time desire to use (1) certain audio or visual works in which I and/or my child, or any child under my care, including without limitation, the individuals identified in the "Youth Participant Information" section below (collectively, "Children") might appear (e.g., video or photographs); and (2) certain information about my Children or me, in connection with our participation in TT. I understand these audio or visual works may be used to advertise, promote, distribute, market, research, obtain funding for and sell various services, including TT and its related activities. I also understand that, as part of my or my Children's participation in TT, I or my Children may be exposed to or experience Harm (defined below). By this Consent and Release Agreement ("Consent and Release"), I hereby grant certain right to TT and release TT from certain liabilities, on behalf of my Children (if I am the parent, guardian, employee, volunteer or visitor).

This Consent and Release confirms my and my Children's grant of rights as follows:

1. Grant of Rights, I, on behalf of myself and my Children, hereby grant to TT and its directors, officers, employees, agents, representatives, contractors, successors, and assigns the perpetual, irrevocable, royalty-free, non-exclusive, worldwide, sublicensable right and license to: (a) use, edit, reproduce, modify, portray, publish, copy, distribute, create derivative works from, publicly perform and display without restriction all or portions of my or my Children's identity and my or my Children's experience at TT, including without limitation my or my Children's name, fictional names (if any), voice, signature, photograph, words, image, personality or other likeness of me and/or my Children, and any audio and video recordings of me and/or my Children or remarks and statements made by me and/or my Children ("Images and Remarks"); and, (b) create other materials or copyright-protected works using or incorporating my or my Children's Images and Remarks in any form or manner, including in any electronic or non-electronic medium now known or later devised, in connection with TT for advertising, distribution, marketing, promotion, publicity, research, reporting or any other lawful purpose ("Promotional Materials"). I understand that this Consent and Release will cover all of my or my Children's future participation at any TT activities.

I waive any of my or my Children's right to own, inspect, approve or receive any payment or attribution with respect to any works or Promotional Materials using my or my Children's Images and Remarks, any accompanying written copy or printed matter, or the use to which it is applied. I understand and agree that the Images and Remarks, and Promotional Materials containing or based on my or my Children's images and Remarks may be used without any restriction as to changes or alterations, and may be modified, used in derivative works, distorted, included in composites or otherwise used in unexpected contexts, manners, or forms, or may not be used at all, and I grant TT all necessary rights to do the foregoing. To the extent moral rights in my or my Children's Images and Remarks or any Promotional Materials may not lawfully be waived, I hereby agree not to bring any actions or claims against TT therefor.

2. Contact. Unless I opt out below, I agree to receive information/news/updates and other communications in hard copy, via electronic delivery, via telephone and other means from. I hereby consent to collection and disclosure of my mailing address, email address and phone number to TT for such purposes, unless I opt out below.

3. Release. I, on behalf of myself and my Children, hereby fully and forever release, discharge, and agree to indemnify, defend and hold harmless TT and its directors, officers, employees and advisors (collectively, the "Released Parties") from any and all

claims, demands, causes of action, damages (including without limitation direct, indirect, incidental, consequential, special or punitive damages), losses, expenses and liabilities (whether under contractor, warranty or tort, including negligence (whether active, passive, or imputed)) relating to any claim that my Children or I may have, now or in the future, based on: (a) any collection, usage or adaptation, whether intentional or unintentional, of my or my Children's Images and Remarks or portions thereof, or works or materials derived therefrom including, but not limited to, claims for libel, defamation, invasion of privacy or rights of publicity, infringement or violation of moral rights or any other right arising out of, or relating to, any use of my or my Children's Images and Remarks, including by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, or based upon any failure or omission to make use thereof; or (b) death, personal injury, property damage, pecuniary or other loss, damage, cost or expense (collectively, "Harm") that may be suffered by my Children, me or any third party as a result of, or in connection with, my or my Children's participation in, volunteering for, or employment by TT

I understand that this waiver will cover all of my or my Children's future participation at any TT activities. I voluntarily assume all of the foregoing risks and accept sole responsibility for any illness or injury to myself/to myself and my Children, including, but not limited to, personal injury, disability, and death, damage, loss, claim, liability, or expense, of any kind, that I or my Children may experience or incur in connection with my or my Children's attendance at or participation in Tucker's Tree activities.

I AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY ANY

RELEASED PARTY ARISING OUT OF OR IN CONNECTION WITH ANY HARM OR RELEASED CLAIMS. If any provision of this Release is held to be invalid or unenforceable, then that provision shall be severed, and all remaining provisions shall be given full force and effect Representations and Warranties. I represent and warrant that: (a) my or my Children's involvement or participation in TT is voluntary, (b) I understand that there is a risk of danger, bodily harm, injury, emotional stress, or death as a result of my or my Children's participation in, volunteering for, or employment by TT, (c) I further understand that there is the potential for risks and dangers that may not be obvious or reasonably foreseeable at this time related to my or my Children's participation in, volunteering for, or employment by TT, and (d) I voluntarily, on behalf of myself or my Children, assume the risks, including, but not limited to, those outlined in items (b) and (c) above. I further represent and warrant that

I have the power, capacity and authority to grant the rights to TT herein granted, that this Consent and Release constitutes my or my Children's legal and binding obligation enforceable in accordance with its terms and that the grants of rights or any portions thereof will not conflict with any similar grants of rights agreements I or my Children have made.

4. Binding Agreement. This Consent and Release expresses the entire understanding between TT, me and my Children, and supersedes any prior agreements and discussions between us with respect to the subject matter of this Consent and Release. In granting the rights herein, neither I nor my Children have been coerced or induced to do so by any representations or assurances by TT or its agents or representatives. This Consent and Release may be amended only by written instrument signed by TT and me. The provisions hereof shall be binding upon me, my Children and my heirs, representatives, executors, administrators, and successors. TT may, in its sole discretion, assign or transfer some or all of this Consent and Release.

5. Governing Law. This Consent and Release will be governed by the laws of the State of Kentucky, without regard to its choice of law principles.

The parties hereby submit to the exclusive venue and jurisdiction of the state and federal courts of Daviess County, Kentucky and waive any objection thereto (irrespective of whether the individual signing this Consent and Release changes his or her state of residence).

Severability. If any provision of this Consent and Release Agreement is found to be unenforceable in any respect by a court of competent jurisdiction, this Consent and Release Agreement will nonetheless be enforced to the maximum extent to which it is found to be legally enforceable.

BY SIGNING BELOW, I AGREE AND ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND ACCEPTED THIS CONSENT AND RELEASE; THAT THE PROVISIONS CONTAINED HEREIN REPRESENT AN AGREED ALLOCATION OF RISKS WHICH IT IS RELYING UPON; THAT I HAVE SIGNED THIS CONSENT AND RELEASE VOLUNTARILY AND OF MY OWN FREE WILL; AND THAT I HAVE HAD AMPLE OPPORTUNITY TO ASK QUESTIONS REGARDING THE TERMS AND CONDITIONS OF THIS CONSENT AND RELEASE.

Agreed and Accepted: Participant or Parent/Guardian/Caretaker of Participant

Participant(s) is/are: Youth Volunteer Visitor

YOUTH PARTICIPANT INFORMATION (if applicable)

Youth #1 - First & Last Name: _____ Date of Birth: _____

Youth #2 - First & Last Name: _____ Date of Birth: _____

Youth #3 - First & Last Name: _____ Date of Birth: _____

ADULT INFORMATION (only one adult per consent)

Parent/Guardian/Caretaker / Family Member / Volunteer / Visitor / Staff

Adult First & Last Name: _____ Date of Birth: _____

Address: _____

City, State and Zip: _____

Phone Number: _____

Email: _____