

# OPERATION GRATITUDE STANDARD WAIVER AND RELEASE OF LIABILITY

EVENT DATES: January 1, 2019 – December 31, 2019

LOCATION: 21100 Lassen Street; Chatsworth, CA 91311 and such other locations incident to the Event (as defined below) (individually and collectively, the "Location").

**OPERATION GRATITUDE, INC.** ("Operation Gratitude") conducts care package assemblies, fundraisers and other events (collectively and individually, the "Event"). Operation Gratitude, the Location, the Event sponsor ("Sponsor") and their respective affiliates, officers, directors, employees, agents, partners, contractors, licensees and representatives, as well as, press, sponsors, elected officials and/or other supporters (collectively and individually, the "Recorder") intend to capture and record photographs, video and/or other audiovisual recordings at the Event. In consideration of my participation and appearance at the Event, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby consent to and authorize Operation Gratitude and Recorder to capture and record my name, image, voice, likeness and performance, and to exploit and authorize others to exploit the same, in any medium now known or hereafter devised in perpetuity throughout the Universe (the "Recordings"). I agree that the Recordings may be freely altered, repurposed or edited by Operation Gratitude and/or Recorder in their sole and absolute discretion. Vis-à-vis me and Operation Gratitude, the Recordings shall be owned 100% (including all copyright therein) by Operation Gratitude, and accordingly, may be exploited by Operation Gratitude or Recorder, by any means, in any medium, whether now known or hereafter devised in perpetuity throughout the Universe. I understand that I have no rights to the Recordings or any benefits derived there from. 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 the rights of, or any commitment or understanding I have with, any other person or entity.

I understand that the Event is being held on private property and that I will be packing boxes of goods to send to U.S. Military members, their families, veterans, first responders and others. I freely and voluntarily assume the risk of any and all injuries or property damage or loss that may occur within or on any portion of the Location, including the parking lot and/or other Event sites. I agree to comply with all instructions of Operation Gratitude, Sponsor and the Location with respect to safety. Further, I release and forever discharge Operation Gratitude, Sponsor, the Location, and all of their respective affiliates, officers, directors, employees, contractors, volunteers, agents, attorneys, sponsors, associates, representatives, successors and assigns (collectively, the "Releasees") from any and all claims, causes of action, demands, damages, or costs (including attorney fees) I now have, or in the future may have, including for personal injuries or property damage or loss, arising out of, resulting from, or in any way connected to the Event or my presence at the Location. The foregoing release is intended to be effective as a general release of and bar to each and every claim, agreement, obligation, demand and cause of action hereinabove specified. Accordingly, I understand and expressly waive all rights under California Civil Code section 1542 (or comparable statutes in any other applicable jurisdiction), which states: "A GENERAL RELEASE DOES NOT EXTEND TO A CLAIM 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."

I further agree to fully and completely indemnify, defend, and hold harmless the Releasees 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 participation in the Event or my presence on the Location, including the parking lot and/or other Event sites.

IF SO INDICATED BELOW, I HEREBY AFFIRMATIVELY SUBSCRIBE TO AND PROVIDE PRIOR EXPRESS WRITTEN CONSENT TO RECEIVE PERIODIC COMMUNICATIONS, INCLUDING MARKETING EMAILS, FROM OR ON BEHALF OF OPERATION GRATITUDE.

I have read and understand this Waiver and Release of Liability. The terms of this Waiver and Release of Liability are severable, and the invalidity of any term herein shall not affect the validity of any other term. This Waiver and Release of Liability shall be governed by and be construed in accordance with the laws of the State of California, without regard to the conflict of law provisions thereof. I hereby expressly consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in the City of Los Angeles, California. Participants must be at least 13 years old; if under the age of 18 this Release must be co-signed by a parent or legal guardian; if 13-16, an adult must remain on premises with the minor participant at all times. 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: \_\_\_\_\_ Birthday: \_\_\_\_\_ Email Address: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_ Military Affiliation: \_\_\_\_\_

Cell: \_\_\_\_\_ Would you like to subscribe to our Email List? YES NO (Circle one)

Name of Employer/Company: \_\_\_\_\_ Name of School \_\_\_\_\_

Name & Cell of Emergency Contact: \_\_\_\_\_ Official ID (Driver's License or School) \_\_\_\_\_

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

Signature: \_\_\_\_\_ Relationship: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Employer: \_\_\_\_\_

Name & Cell of Alternative Emergency Contact: \_\_\_\_\_ Official ID: \_\_\_\_\_