

WAIVER, PHOTO RELEASE, AND INDEMNITY AGREEMENT

For and in consideration of the opportunity to participate in the philanthropic program offered by United Way of Santa Barbara County, the undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for the personal injury, property damage or wrongful death occurring to it arising as a result of the activities or services which the undersigned may engage in through the volunteer opportunities offered by United Way of Santa Barbara County, or any activities incidental thereto, wherever or however the same may occur and for whatever period said activities or services may continue, and the undersigned does for himself or herself, his or her heirs, agents, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for it, and agrees that under no circumstances will the undersigned or her or his heirs, agents, executors, administrators present any claim for personal injury, property damage or wrongful death against United Way of Santa Barbara County or any of their parents, subsidiaries, officers, agents, servants, or employees for any of said persons, or otherwise, except to the extent such injuries are caused by the intentional misconduct of any such persons. IT IS THE INTENTION OF THE UNDERSIGNED BY THIS INSTRUMENT TO EXEMPT AND RELIEVE UNITED WAY OF SANTA BARBARA COUNTY FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

The undersigned, for herself or himself, her or his heirs, agents, executors, administrators agrees that in the event that any claim for personal injury, property damage or wrongful death shall be prosecuted against United Way of Santa Barbara County, the undersigned shall indemnify and save harmless the same from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

I hereby grant permission to UWSBC, their legal representatives and assigns, those for whom UWSBC is acting, and those acting with their authority copyright and use, re-use, and publish, and re-publish photographic portraits or pictures, television/video, web and radio/audio recordings of me without further consideration, and I acknowledge UWSBC to crop or treat the photographs at its discretion. I hereby waive any right that I may have to inspect or approve the finished product or products or the advertising copy, printed or recorded.

I hereby warrant that I am of full age and have every right to contract in my own name in the above regard. I state further that I have read the above authorization, release and agreement, prior to its execution, and that I am fully familiar with the contents thereof.