

**CONSENT AND RELEASE**

Participant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name of Parent/Guardian (if Participant is under the age of 21): \_\_\_\_\_

Kiwanis Club: \_\_\_\_\_

In return for being permitted to participate in events sponsored by or connected to Kiwanis International, Inc. (“Kiwanis”), I agree to allow Kiwanis to use the following for any purpose whatsoever, and in any media throughout the world, including, but not limited to, publication in newspapers, magazines and other print and electronic media (including Kiwanis-affiliated websites):

- my first name
- my last name
- my voice
- my photograph and/or film footage that includes me
- the photographs, film footage, artwork or other works created by me and described on Exhibit A (the “Works”)
- the following biographical material related to me (please specify – age, school, state of residence, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The information marked above, including the Works, shall be collectively referred to herein as “My Information.”

I release, discharge and hold harmless Kiwanis and its respective affiliates, directors, officers, licensees, sublicensees, and agents from and against any and all claims and liabilities based on or arising out of the use, reproduction, transmission, display, publication, print or dissemination of My Information as authorized by this Consent and Release, including, but not limited to, any and all claims of copyright infringement, libel, defamation, invasion of the right of privacy or infringement of the right of publicity.

I waive any right to inspect or approve any publication or medium in which My Information may be used pursuant to this Consent and Release.

I represent and warrant that I am the owner and creator of the Works, and that the Works do not and will not, in whole or in part, infringe upon the intellectual property rights of any third party or misappropriate the trade secret or violate the privacy or publicity rights of any third party.

This Consent and Release is effective from the date set forth below in perpetuity and shall be binding upon my heirs, successors, assigns and legal representatives, and shall inure to the benefit of the legal representatives, licensees, successors and assigns of Kiwanis.

This Consent and Release: (i) shall be construed in accordance with and shall be governed by the laws of the State of Indiana; (ii) may not be amended except in writing signed by both parties; and (iii) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof.

I warrant I am over the age of twenty-one (21), that I have read this Consent and Release, and that I understand and agree with its terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City                      State                      Zip

Date: \_\_\_\_\_

CONSENT OF PARENT OR LEGAL GUARDIAN

I am the parent and/or guardian of the above-named Participant, who is aged \_\_\_\_\_. I have the legal right to consent to and do consent and agree to the terms and provisions of this Consent and Release.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City                      State                      Zip

Date: \_\_\_\_\_

Exhibit A

Works

[insert description of Works here]