

**GENERAL RELEASE, WAIVER, AND VIDEOTAPE AUTHORIZATION**

In exchange for the license and privilege of access to and/or participation in this event or activity, the undersigned ("Participant") hereby forever releases, holds harmless, waives, discharges, and indemnifies the **Rosemary Beach Foundation (RBF)** and its affiliates, officers, directors, agents, representatives, sponsors, partners, donors, volunteers, and members (collectively, the "RBF Parties") from and against any and all liabilities, debts, obligations, costs, expenses, damages, judgments, liens, claims, and demands of any nature or description, in equity or at law, that Participant (or his or her heirs or personal representatives) may now have, acquire, own, or hold, or at any time heretofore owned or held, or could or may hereafter own, acquire, or hold against any one or more RBF Parties, known or unknown, suspected or unsuspected, asserted or not, arising out of participation in events or activities conducted by any one or more of the OSMF Parties **even if the risks and liabilities that Participant is releasing arise out of the negligence or carelessness of one or more of the RBF Parties** (collectively, "Released Claims"). This release is specifically intended to be binding on all of Participant's heirs and assigns. Participant admits the possibility that Participant or his or her successors may not fully know the number or magnitude of all Released Claims, but nevertheless **intends to assume all risks** by releasing such unknown claims, and agrees that this release is a **full and final release and waiver of all Released Claims**. Participant expressly waives the benefit of any statutory or other provision that creates any exception to this General Release, Waiver, and Authorization.

Participant further grants to the RBF Parties, jointly, for their own benefit and for the benefit of others, the non-exclusive and perpetual right to (a) interview, photograph, or otherwise capture the image of Participant, both in still and motion pictures, (b) record the voice of Participant, separately and in synchronization with images, by any means known or hereafter discovered, and (c) use and duplicate such photographs or other images, whether in print, videotape, digital, or other formats, and reproduce the voice of Participant, separately or together with such images for all purposes. All copies of Participant's image, likeness, and voice created or recorded by the RBF Parties (or their agents) hereunder shall be the exclusive property of the RBF Parties, jointly. Participant agrees that the copyright in any work captured by the RBF Parties (or their agents) hereunder shall be the exclusive property of the RBF Parties with all such rights in and to said work having been transferred by Participant to the RBF Parties hereby.

Participant acknowledges that he or she is not covered by any health insurance or workers compensation program by RBF or in connection with this event or activity, and authorizes RBF to seek emergency medical treatment for Participant in case of injury, accident, or illness arising from or in connection with RBF events or activities. Participant agrees that he or she is solely responsible for cost of medical treatment arising from any such accident, illness, or injury.

Participant agrees that all materials and tools provided by RBF are and remain the property of RBF at all times and must be returned to RBF when the RBF events or activities are concluded.

Participant has read this document, understands the contents, has had the opportunity to obtain legal advice as to its effect, and is under no duress or duty to sign it. This document reflects the understanding of Participant with respect to all matters addressed herein and will be interpreted accordingly.

***PARTICIPANT UNDERSTANDS THAT ACTIVITIES CONDUCTED BY THE RBF PARTIES MAY INVOLVE RISK AND DANGERS, AND PARTICIPANT AGREES TO ASSUME THE RESPONSIBILITY FOR ALL RISKS AND DANGERS ASSOCIATED WITH SUCH PARTICIPATION.***

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

Age: \_\_\_\_\_ Printed Name: \_\_\_\_\_

If participant is under 18, the participant's parent or guardian must also sign.

\_\_\_\_\_  
Guardian's Signature

\_\_\_\_\_  
Guardian's Printed Name