



# Participant Liability Release and Publicity Authorization

The undersigned have requested that \_\_\_\_\_  
, as well as the Make-A-Wish Foundation of America, all licensed chapters and affiliates thereof, and their respective volunteers, officers, directors, employees and agents (collectively, "Make-A-Wish"), fulfill a wish (the "Wish") for \_\_\_\_\_ ("Wish Child"). The Wish Child and the following people (collectively, "Participants") have requested that Make-A-Wish allow them to participate in the Wish:

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Participants, and the parents or legal guardians of the Wish Child and any minor Participants, are signing this Liability Release and Publicity Authorization ("Release and Authorization") to bind themselves, their minor children, their heirs, successors, assigns and estates to the conditions described herein.

Please be advised that Make-A-Wish's National Medical Council, aligned with the Centers for Disease Control and Prevention (CDC) and the American Academy of Pediatrics (AAP), strongly recommends all wish participants to be up to date on their COVID-19 vaccinations before travel and large gatherings.

## Liability Release

Participants understand that involvement in the Wish may entail risk of injury or harm to the Participants and agree that this risk is fully assumed by the Participants. In addition, and in consideration of Make-A-Wish considering the Wish and, if it so determines, granting the Wish, the Participants hereby release and agree to hold Make-A-Wish harmless for, from and against any and all liability, damages and claims ("Claims") of any kind, known and unknown, which may be connected with, result from, or arise out of the consideration, preparation, fulfillment or participation in the Wish. This includes, but is not limited to, Claims involving economic loss, illness or medical condition, disease outbreaks, accidental injury or death.



## Publicity Authorization

Participants understand and agree that fulfillment of the Wish may result in publicity, whether or not Make-A-Wish actively takes steps to publicize the Wish. However, Participants understand that Make-A-Wish offers the Wish Child’s parents/legal guardians the opportunity to choose whether or not to allow proactive publicity efforts related to the wish. If Wish Child’s parents/guardians authorize Make-A-Wish to publicize the wish, Participants (or their parents/guardians if Participants are minors) authorize Make-A-Wish to use Participants’ names, voices, likenesses, images, appearances and other information about Participants and the Wish, whether embodied in photographs, digital images, video recordings, audio recordings or any other format (collectively, “Information”), for purposes of promotion, publication, commercial advertising, or any other purpose, now or at any time in the future. Participants understand and agree that Make-A-Wish may, in its sole discretion, use any such Information: (1) in all manner and media whatsoever, whether now known or hereafter invented (including electronic and print media and the Internet) throughout the world in perpetuity; (2) with or without Participants’ names and/or a description of the Wish; (3) without the payment of any royalties or other compensation to anyone; and (4) without the need to notify them or to seek further approval before doing so.

Participants acknowledge reading and understanding this Release and Authorization. For any minor Participants, the signature of their parent or guardian is on behalf of the parent/guardian and on behalf of the minor. Participants agree that this Release and Authorization sets forth the entire agreement between the parties; supersedes all prior agreements and understandings, whether written or oral; and may be amended or modified only by a subsequent writing signed by Make-A-Wish, Participants and Sponsors (if applicable). Participants agree that this Release and Authorization fully and accurately expresses their understanding and has not been modified orally or in writing.

\_\_\_\_\_  
*Adult Participant or Parent/Legal Guardian of Minor Participant*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Adult Participant or Parent/Legal Guardian of Minor Participant*

\_\_\_\_\_  
*Date*

