

WITKOP FOUNDATION, INCORPORATED

RELEASE OF LIABILITY & PUBLICITY RIGHTS

This Release of Liability & Publicity Rights ("**Release**") is executed by the undersigned ("**Guest**") as inducement and condition precedent to Witkop Foundation, Incorporated ("**Foundation**") permitting Guest's participation in Foundation's program ("**Program**"). Guest freely and voluntarily executes this Release.

Assumption of Risk:

Guest acknowledges that participation in the Program is voluntary and within Guest's sole discretion and at his/her sole risk. Guest acknowledges and agrees that all risk of injury, whether to person or property, associated with participation in the Program is assumed, and shall be borne exclusively, by Guest. **GUEST UNDERSTANDS THAT HIS/HER OWN ACTIONS, INACTIONS, OR NEGLIGENCE, THE ACTIONS, INACTIONS, OR NEGLIGENCE OF OTHERS, OR THE INHERENT NATURE OF THE PROGRAM MAY BE HAZARDOUS TO HIM/HER OR HIS/HER PROPERTY OR TO OTHERS. GUEST WARRANTS THAT HE/SHE IS PHYSICALLY AND MENTALLY ABLE TO FULLY PARTICIPATE IN THE PROGRAM.** Guest waives and releases Foundation and its affiliates, employees, agents, and representatives from any and all liabilities, claims, actions, lawsuits, and demands of every nature, including arising out of or related in any way to the Program. Guest agrees to indemnify and hold Foundation and its affiliates, employees, agents, and representatives harmless from all liabilities, claims, actions, lawsuits, and demands of every nature, including arising out of or related in any way to the Program.

Publicity Rights:

Foundation may photograph, film, videotape, or otherwise record all or a portion of the Program. Guest hereby grants to Foundation the right in perpetuity and throughout the world, with no further compensation to Guest, to use such photograph, video, or film portrayal, audio recording, image, voice, avatar, name, biographical data, silhouette, body dimension, shape, posture, or any other personal characteristic or physical or vocal likeness, or any materials based on or derived from these materials, for promotion of Foundation ("**Permitted Purposes**"). Guest shall have no right of approval and **WAIVES ANY CLAIM (INCLUDING, WITHOUT LIMITATION, CLAIMS BASED ON INVASION OF PRIVACY, DEFAMATION, AND RIGHT OF PUBLICITY) ARISING OUT OF ANY USE, BLURRING, ALTERATION, DISTORTION, ILLUSIONARY EFFECT, OR ANY USE IN COMPOSITE FORM OF HIS/HER NAME, PICTURE, LIKENESS, VOICE, OR BIOGRAPHICAL INFORMATION FOR THE PERMITTED PURPOSES.** Guest represents that it is unnecessary for Foundation to obtain permission from or to pay any third party in connection with the rights granted in this paragraph. Foundation shall have no obligation to use any of the rights granted in this paragraph.

Guest acknowledges having read this Release in its entirety and fully understands and agrees to be bound by its terms.

APPROVED AND AGREED TO.

Date:

Signature of "Guest" or Guest's Representative (if Guest is a minor or incapacitated):

Printed Name of "Guest" or Guest's Representative: