

PORTRAITS OF HOPE: GENERAL RELEASE AND CONSENT

The undersigned desires to participate in painting and related activities in connection with a program on behalf of PORTRAITS OF HOPE, a program of the Center for American Studies and Culture. In consideration of PORTRAITS OF HOPE permitting my participation, I agree to be legally bound, for myself and for my heirs, assigns, executors and administrators, by the following:

By participating with the Portraits of Hope program, I do hereby WAIVE, RELEASE, AND DISCHARGE PORTRAITS OF HOPE/CASC and its volunteers, staff, employees, successors, assigns and licensees, and all other persons and entities in any way connected with PORTRAITS OF HOPE activities (collectively, the "Released Parties") from any and all claims for damages, injuries, and any and all other rights which I may have, or which I may hereafter have arising from or in connection with my participation in and travel to and from any PORTRAITS OF HOPE activity, whether or not a claim is alleged to be the result of sole, active, passive or concurrent negligence of the Released Parties.

By participating with the Portraits of Hope program, I further AGREE to be photographed and/or videotaped and/or filmed and to have my image broadcast on television, in a documentary, on the Internet and/or used for any and all other purposes that relate to the PORTRAITS OF HOPE programs and that PORTRAITS OF HOPE shall own all rights in said photographs, videotapes and/or films of me. I further authorize PORTRAITS OF HOPE to share said photographs, videotapes and/or films with any co-sponsors for use in promoting any PORTRAITS OF HOPE related programs and/or the sponsorship of said programs. I understand that I shall receive no compensation in connection with these photographs, videotapes and/or films or the use thereof.

By participating with the Portraits of Hope program, I AUTHORIZE PORTRAITS OF HOPE to proceed with the said photography, videography and filming and I now WAIVE all personal rights and objections and I consent to any use, related to PORTRAITS OF HOPE, to be made of my image, my name, my likeness, voice and biographical material about me in connection with the use of photographs, videotapes and film containing my image and/or voice for any and all still or motion picture, radio, on-line, television and any and all other media purposes throughout the world in perpetuity, including performances thereof, accompanied by any caption(s), narration or dialogue whatsoever, as well as the publicity in connection therewith, and/or for any fundraising, trade, advertising, and any and all other purposes. I understand that in proceeding with said photography, videotaping and filming, PORTRAITS OF HOPE and all media sources documenting PORTRAITS OF HOPE activities will do so in full reliance on the permission granted by me herein.

In addition, I and my successors, assigns, agents and licensees expressly RELEASE the Released Parties in any way connected with the PORTRAITS OF HOPE activities and photography, videography and filming from and against any and all claims which I have or may have including, but not limited to, invasion of privacy, defamation, personal injuries, and any and all other claims or causes of action, whether or not a claim is alleged to be the result of sole, active, passive or concurrent negligence of the Released Parties. I RELEASE the Released Parties from liability for any damages or other liability which may arise in connection with my participation in any and all PORTRAITS OF HOPE activities and from any liability arising out of the rights granted herein or the exercise thereof.

By participating in any PORTRAITS OF HOPE program, I agree and understand that I have NO RIGHTS AND NO CLAIMS OF OWNERSHIP to any works fixed in any tangible medium of expression (the

“Works”) that are designed, painted or in any way created through my participation in a PORTRAITS OF HOPE program, whether any such rights would arise under the federal copyright laws, state law or any other law. Further, I hereby WAIVE any claims to moral rights that I may have to said Works created through a PORTRAITS OF HOPE program. To the extent I am deemed to have any rights of any kind in the Works, I hereby unconditionally ASSIGN to PORTRAITS OF HOPE/CASC all right, title and interest, including any and all copyrights, in and to the Works worldwide, including without limitation all rights to secure registrations, renewals and extensions of such copyrights throughout the world for the full term of said copyrights and any renewal extensions of same.

If the individual named in this Agreement is under 18 years of age, the following paragraph also applies:

I represent that I am the parent or legal guardian of the named minor. I hereby join and provide my irrevocable consent to the foregoing consent, waiver and release agreement and I agree to be bound thereby. I agree to indemnify PORTRAITS OF HOPE/CASC, its staff, successors, assigns, agents and licensees and hold each of the foregoing individuals and/or entities harmless from any and all damages, losses, and/or expenses resulting from any actual or purported disaffirmance or rescission of the above agreement.

I hereby acknowledge that I have read this document in full and that I understand the terms contained herein.

Dated: _____, 2009 -----

Signature of Participant or of Parent/ Legal Guardian Minor Participant

Signatory's Printed Name

Participant's Printed Name

Address

State

Zip

Telephone Number