

RELEASE AND WAIVER OF LIABILITY

****One form per Participant****

IN CONSIDERATION OF _____
("Participant")

being permitted to attend and participate in all of the activities at the Cleft Craniofacial Family Event 2019 [event name] ("Event") on Saturday, 07/27/2019 [date] being held at SANTA ANA ZOO, 1801 E Chestnut Ave, Santa Ana, CA 92701 [location], being sponsored by Children's Hospital of Orange County, a California nonprofit public benefit corporation dba CHOC Children's Hospital ("CHOC Children's"), the undersigned hereby releases, waives, discharges and covenants not to sue CHOC Children's or any of its affiliates, members of its Board of Directors, employees, agents, or volunteers (hereinafter referred to as "Releasees") for any and all liability, claims, demands, damages, causes of action, losses, or expenses (including reasonable attorneys' fees and expenses) to Participant, on account of physical, mental or emotional injury to Participant, death of Participant, or damage to the property of Participant, *whether such injury or death be caused by the negligence or gross negligence of the Releasees or otherwise*, while Participant is in attendance at the Event.

Notwithstanding any other provision of this Release and Waiver of Liability, the undersigned releases CHOC Children's, but no other Releasee, from any and all liability arising from the intentional or criminal acts of individuals acting on behalf of CHOC Children's (such as volunteers, agents, or employees).

The undersigned understands that participation in the Event is voluntary. The undersigned hereby assumes full risk and responsibility of potential bodily injury to or death of Participant. The undersigned further expressly agrees that this Release and Waiver of Liability is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this Release and Waiver of Liability, and further agrees that no oral representations, statement or inducement apart from the foregoing have been made, and that this Release and Waiver of Liability may only be modified by a written document signed by the undersigned and a duly authorized representative of CHOC Children's.

*Signature: _____ Date: _____

Name of Participant or Parent/Legal Guardian of Minor: _____
Print Name

*If signing as Parent/Legal Guardian of Minor, I confirm that I have the authority to sign this Release and Waiver of Liability on behalf of Participant.

NON-PATIENT IMAGE RELEASE AND AUTHORIZATION

The undersigned does, in exchange for being permitted to participate in the Event, hereby authorize and grant to CHOC Children's the right to use the image, voice or photograph of Participant for the purposes of on-line advertising, illustrations, general advertising, editorial publications, broadcast, print public service announcements or video productions. CHOC Children's may, in some instances, receive compensation for this use, but the undersigned and the Participant will not be entitled to compensation. The undersigned, on behalf of Participant and Participant's heirs, assigns, executors and administrators' further releases CHOC Children's and its officers, directors, employees and volunteers from any and all claims arising out of the use of said images, voice or photographs. The name and address of Participant will not be used in connection with any advertising.

I may rescind this Authorization at any time by writing to the CHOC Children's Marketing Department at 1201 W. La Veta Avenue, Orange, CA 92868, but I will not be able to call back any photographs or information already released.

*Signature: _____ Date: _____

Name of Participant or Parent/Legal Guardian of Minor: _____
Print Name

*If signing as Parent/Legal Guardian of Minor, I confirm that I have the authority to sign this Image Release and Authorization on behalf of Participant.