

## IMAGE AND VIDEO RELEASE

I understand that the powerful stories of Wilderness Youth Project Incorporated (“WYP”) are best communicated through photos, which is why WYP staff take pictures while on program with my children. I understand that WYP uses photos taken on program in several ways, including but not limited to:

- Promotional materials like their Annual Report and Fall/Summer Appeals;
- On the website, in flyers and broadcast emails; and
- Staff emails to their respective groups, with stories and/or photos that only other families in the group can see.

By signing, I grant WYP the right to use my name, image, likeness, and voice, as well as those of all minor children listed on this participant application (referred to as “My Children”), whose names are incorporated here by reference, in still photos, slides, video, voice recorded productions, radio coverage, television coverage and/or any other media, now and in the future, for the purpose of promoting, advertising, and marketing WYP and its programs. I waive all claims against WYP for such use for myself and on behalf of My Children.

Minor Participant (print name): \_\_\_\_\_

Parent/Guardian (print name): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to utilize the services and programs of Wilderness Youth Project Incorporated (“WYP”), and/or for all minor children listed on this participant application to so participate for any purpose—including, but not limited to, participation in any program affiliated with WYP, or observation or use of facilities or equipment—I, on behalf of myself, and such minor children, and any personal representatives, heirs, and next of kin (hereinafter collectively referred to as the “Participant”) hereby acknowledge, agree and represent that the Participant has carefully considered such program and that the Participant finds and accepts same as being safe and reasonably suited for the use or participation by the Participant, including but not limited to such minor children.

In addition, Participant acknowledges that novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including several cases in California. In accordance with the most recent guidance and protocols issued by the Centers for Disease Control and Prevention (“CDC”) and the Santa Barbara County Public Health Department for slowing the transmission of COVID-19, Participant hereby agrees, represents, and warrants that Participant, including any participating minor children, shall not visit or utilize the facilities, services, and programs of WYP (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and Participant agrees that Participant is aware of this list and the countries listed.

Participant agrees to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019ncov/travelers/index.html>) prior to utilizing the facilities, services, and programs of WYP, on a daily basis if necessary. Participant hereby agrees, represents, and warrants that Participant, including any participating minor children, shall not visit or utilize the facilities, services, and programs of WYP if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or

diagnosed/confirmed case of COVID-19. Participant agrees to notify WYP immediately if Participant believes that any of the foregoing access/use restrictions may apply.

WYP has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. Participant acknowledges and agrees that WYP may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with WYP's revised procedures prior to utilizing the facilities, services, and programs of WYP. Participant further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by WYP, social distancing of 6 feet per person among children and their caregivers in a childcare setting is not possible. Participant fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of WYP and that use thereof by the and/or such participating children may, despite WYP's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO WYP FOR ANY PURPOSE INCLUDING,

BUT NOT LIMITED TO, PARTICIPATION IN ANY PROGRAM AFFILIATED WITH WYP, OR OBSERVATION OR USE OF FACILITIES OR EQUIPMENT. THE PARTICIPANT HEREBY AGREES TO THE FOLLOWING:

THE PARTICIPANT, ON BEHALF OF HIMSELF OR HERSELF, AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE WYP, its directors, officers,

employees, volunteers and agents from all liability to the Participant or such participating children and all personal representatives, assigns, heirs, and next of kin of the Participant or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the Participant or such participating children) whether caused by the negligence, active or passive, of WYP or otherwise while the Participant or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with WYP.

THE PARTICIPANT EXPRESSLY AND KNOWINGLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

THE PARTICIPANT HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS WYP, its directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the Participant or any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with WYP. The Participant understands and agrees that WYP is not required to provide insurance to cover the Participant or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with WYP.

The Participant agrees and acknowledges that use of WYP facilities and services, and participation in WYP programs, may involve inherent danger and risk, including, without limitation, the risk of physical

illness or injury, death or property damage. THE PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the Participant or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of WYP and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with WYP. The Participant acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Release and waive any claim in respect thereof.

The Participant further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT 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.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM WYP IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY WYP PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO WYP THAT I HAVE FULL AUTHORITY TO SIGN AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

By signing here, on behalf of myself and on behalf of each minor participant listed on this participant application, I agree to the Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement. I represent and warrant that I have the legal authority to do so, and that I do so voluntarily.

Minor Participant (print name): \_\_\_\_\_

Parent/Guardian (print name): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_