

Night to Shine Participant Media & Liability Rights Release

(Both pages must be signed in order to attend Night to Shine)

By signing below, and for the good and valuable consideration of participating in an event hosted by First United Methodist Church of Clewiston, and sponsored in part by or associated with the Tim Tebow Foundation, I hereby give my full consent to Tim Tebow Foundation, Inc., ("TTF") a Georgia nonprofit corporation headquartered in Florida and First United Methodist Church of Clewiston ("CHURCH"), a Florida nonprofit corporation, to record, by writing, by video, photographic, or audio recording device, or by any other analog or digital means, the actions, physical likeness, biographical information, and/or voice of me and/or any person of whom I am the parent or legal guardian, including minor children (collectively referred to as the "Participants"). Additionally, I hereby grant to TTF and CHURCH, without royalty or other compensation now or in the future, all rights of every kind and character whatsoever, in perpetuity, in and to any and all such recordings, along with any additional recordings I might provide to TTF and CHURCH, and to any benefits inuring to TTF and CHURCH as a result of its use of any of the foregoing recordings. Among other things, TTF and CHURCH may, but are not required to, copy or reproduce the recording, edit or modify it, incorporate it into another work, display or broadcast it or any of the foregoing privately or publicly, and use or license it or any of the foregoing for use by others, all for the sole benefit and at the sole discretion of TTF and CHURCH, for the advancement of TTF and CHURCH's exempt charitable purposes. All permissions granted herein extend to any successor or assign of TTF and CHURCH and bind the Participants and their heirs, successors, and assigns. I, on behalf of all Participants, hereby release and discharge and agree to hold harmless TTF and CHURCH, its directors, officers, employees, volunteers, and independent contractors, from any and all claims or damages, including but not limited to defamation or violation of rights of privacy or publicity, arising from or associated with the recording or use of the recordings. This release shall be construed, interpreted and governed in accordance with the laws of the State of Florida, and should any provision of this release be determined invalid, such invalidity does not affect any of the remaining provisions. I am of full age and have the right to contract in my own name and for each Participant.

AGREED TO AND ACCEPTED:

Name of Participant: _____ Date: _____

Signature of Participant (if over age 18): _____

Signature of Parent/Caretaker (if participant is under age 18): _____

Address: _____ Telephone: _____

City/State/Zip: _____ Email: _____

COMMUNICATIONS:

I acknowledge TTF staff members and/or volunteers may contact the Participant to discuss their experience at the event, encourage, pray for, or receive general updates. I hereby give my full consent to TTF to contact the Participant after the event directly through the following means:

_____ Telephone

_____ Text Messages

_____ Email

_____ Please maintain contact through the parent/guardian only _____

I do not give permission for TTF staff to contact the Participant

Signature of Parent/Caretaker Date

Release of Liability and Waiver (Hold Harmless) Night to Shine

In recognition of the risk of incident while participating in Night to Shine, and as consideration for the right to participate in the Event, I hereby for myself, my heirs, executors, administrators, assigns, or personal representatives knowingly and voluntarily enter into this waiver and release of liability (Agreement) and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Event, and do hereby release and forever discharge (Event) and its affiliates, managers, members, agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors and assigns, business and its affiliates, managers, members, agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors and assigns, the event site and its agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors and assigns and all sponsors and/or beneficiaries of the Event (collectively Hosts) from any and all liability, claims, demands, damages, actions, or causes of action now existing or which hereinafter may arise as a result of my participation in the Event, whether any injury is caused by the negligence of the Hosts, the negligence of myself or third parties, the conditions of the course or any other cause. 2. I agree to indemnify and hold harmless the Hosts against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees, if litigation arises on account of claims made by me or anyone on my behalf. 3. I acknowledge that this Agreement is the entire agreement between the Hosts and me, and that this Agreement cannot be modified or changed in any way by representations or statements of the Host or by me. 4. I declare, that we will be held liable for any damage or destruction done by our participants at the event. I understand that it is suggested that a waiver of insurance liability be in place for participation in the event. 5. I hereby declare that I have read and fully understand this Agreement in its entirety and that, by signing below, I assent to all of the terms and conditions contained in this Agreement.

X _____
Signature of Volunteer, Guest, Caretaker, Parent

Date: _____