

# California Academy of Sciences

## Penguins and Pajamas Sleepover Release and Waiver

**Risks.** The undersigned on behalf of him/herself ("Participant") or, as applicable, as parent and/or legal guardian of Participant ("Guardian"), understands that participation in the Penguins and Pajamas Sleepover Program (the "Program") may present possible risks. Participant assumes any and all risks associated with the foregoing and Participant and, as applicable, his or her legal guardian, agree to hold the Academy harmless from any loss or damage that Participant may suffer as a result thereof. Participant and, as applicable, Guardian certify that they have received a copy of and have read and agree to abide by the Penguins + Pajamas Sleepover Safety Rules and Eligibility Requirements, and that Participant is in good physical condition and is safely able to participate in this program. All relevant allergies and physical and medical conditions that would or could affect Participant's participation in the Sleepover are identified below.

**Treatment.** In the event of need, Participant and, as applicable, Guardian, hereby grants permission for the California Academy of Sciences, or its authorized representatives, to arrange for such medical care as Participant may require, including examinations, treatment, immunizations, etc. by a physician or surgeon of any licensed hospital. In the event that Participant needs medical treatment, Participant, and/or Guardian as applicable, hereby consents and authorizes the Academy to permit treatment. Participant and/or Guardian as applicable, agrees to be responsible for the cost of any medical services and to indemnify the Academy for such expenses.

**Release.** Participant and, as applicable, Guardian further agree to release, indemnify, hold harmless and defend the Academy and its members, trustees, directors, officers, employees, contractors, agents, affiliates, and successors and assigns (collectively "Releasees") from and against any claim which Participant, his/her legal guardian(s), or any other person, may have for any losses, damages, or injuries arising out of or in connection with Participant's participation in the Program. The Academy shall also not be responsible to Participant, Guardian, and/or any other person for illness, injury or damage to or loss of property due to Participant's own acts or omissions.

**Photos.** During a Participant's participation in the Program, the Academy or others may take photographs and/or record video or audio tapes that include Participant's image and/or voice (collectively, "Photos"). Participant and/or his/her legal guardian as applicable, on behalf of Participant and his/her respective heirs, successors and assigns, (i) hereby releases and waives any and all interest he/she may have in and with respect to the Photos, including but not limited to his/her right of privacy and/or right of publicity; (ii) grants the Academy permission, but in no way requires Academy, to use Participant's name in connection with such Photos; (iii) agrees that the Photos are the sole and exclusive property of the Academy and that Releasees may, without payment to the Participant or anyone else of any consideration whatsoever, take, make, edit, enhance, revise, and use the Photos for any purpose whatsoever, including use in advertising and in the Academy's annual reports and on posters, and may commercially exploit the Photos in any way, anywhere in the world; and (iv) hereby and forever releases and discharges Releasees, from, and covenants not to sue or commence arbitration proceedings against any of the Releasees with respect to, any and all claims, actions, causes of action and demands of every kind and nature in law, equity, or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, for damages, losses, liabilities, costs and expenses, actual or consequential, past, present and future, arising out of or in any way related to the Photos and Releasees' use thereof.

**California Release.** Participant and/or his/her legal guardian as applicable hereby expressly waives the provisions of Section 1542 of the Civil Code of the State of California which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

### Participant's Name

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### If Participant is less than 18 years old at the time of the signing of this Agreement:

Parent or Guardian Print Name \_\_\_\_\_

Parent or Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Participant's Allergies: \_\_\_\_\_

Participant's Physical or Medical Conditions: \_\_\_\_\_

**\*INCOMPLETE FORMS WILL DENY ENTRY INTO THE SLEEPOVER EVENT\***