



**WAIVER AND ASSUMPTION OF RISK  
AND  
PHOTO, AUDIO AND VIDEO RELEASE FORM (this "Waiver")**

**WAIVER AND ASSUMPTION OF RISK**

By participating in events/programs with the Garden of the Gods Visitor & Nature Center ("**GGVNC**"), I acknowledge I may be exposing myself and my family to certain dangers and risks. I agree to release, acquit, indemnify, defend and hold GGVNC and its directors, officers, employees, independent contractors, affiliates and other legal representatives harmless from and against any and all demands, losses, liabilities, damages, suits, judgments, actions, costs, and expenses (including, without limitation, reasonable attorneys' fees) of every name and nature, whenever occurring, whether known or unknown, contingent or fixed, liquidated or unliquidated, at law or in equity, relating to, in connection with or arising out of (i) my participation in the events/programs with GGVNC, including any personal or bodily damage or personal property damage or (ii) the premises of GGVNC. I voluntarily assume any and all risk of personal or bodily injury or death or damage to property sustained during my participation in such events/programs of GGVNC.

**PHOTO, AUDIO AND VIDEO RELEASE**

I acknowledge and agree that when I attend a GGVNC event or program, I may be entering an area where photography, audio, and video recording may occur. Therefore, I consent to interview(s), photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, or other purpose furthering the mission of GGVNC ("**GGVNC Materials**") by GGVNC and its affiliates and representatives. I agree that GGVNC may use my name, voice, image, picture, silhouette, and other aspects of my likeness ("**Likeness**") in any GGVNC Materials. I agree that all right, title and interest in and to the GGVNC Materials is and shall remain with GGVNC.

I waive all rights I may have to any claims for payment or royalties in connection with any exhibition, streaming, web casting, televising, or other publication of the GGVNC Materials, regardless of the purpose or sponsoring of such exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. I also waive any right to inspect or approve any GGVNC Materials.

I agree that I have read, understood and unconditionally agree to the terms and conditions of this Waiver bind me and any minors on whose behalf I am signing this Waiver and our respective heirs, executors, administrators, legal representatives and assigns. I am eighteen (18) years of age or older and have authority to sign this Waiver on behalf of myself and any family members or other minor individuals listed below.

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Program Partner Signature

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Date