

PUBLICITY/LIABILITY RELEASE FOR
“THINK GREEN” ESSAY CONTEST & SCHOOL RECYCLING MAKEOVER

1. Prize Conditions.

There are certain prize conditions and restrictions stated in the Official Rules, which I must agree to as a condition of accepting a prize in the Contest. Some (but not all) of these important conditions are as follows:

- (a) No substitution of prize is offered, no transfer or assignment of prize to a third party is permitted, and non-cash prizes may not be redeemed for cash value.

I also understand that additional prize details and important terms and conditions may be communicated to me after final verification of my prize-winning status.

2. Release of Liability.

On behalf of myself and of the winner, and our respective heirs, executors, administrators and assigns, I hereby release and forever discharge I Love A Clean San Diego, its representatives and assigns, employees, directors, agents, beneficiaries, and any person, persons, or corporations acting under its permission or authority (collectively referred to herein as “Released Parties”), from and against any and all liability, claims, or actions of any kind whatsoever for injuries, damages, or losses to persons and property that may be sustained directly or indirectly as a result of my or my child’s receipt, use, or ownership of any prize awarded to me or my child, or while traveling to, preparing for, and/or participating in any Contest-related activity.

I acknowledge that this Release extends and applies to and also covers and includes all unknown, unforeseen, unanticipated, and unsuspected injuries, damages, loss, liability, and the consequences thereof, as well as those now known to exist. The provisions of any Federal, state, local, or territorial law or statute providing in substance that Releases shall not extend to claims, demands, injuries, or damages that are unknown or unsuspected to exist at the time, to the person(s) executing such releases, are expressly waived.

3. Publicity Release.

I, on behalf of myself, as parent or guardian of the winner, and on behalf of the winner, and our beneficiaries, assigns and estate, hereby assign, without limitation, from this date (indicated below), to I Love A Clean San Diego, its representatives and assigns, employees, directors, agents, beneficiaries, and any person, persons, or corporations acting under its permission or authority (in this section collectively called "Company"), the absolute right and permission to copyright and use, publish, reproduce, distribute, or otherwise use my and/or my child’s name, city and state of residence, any still or moving photographs or sound recordings of me or my child, or any portion thereof (“Likeness”) for advertising and promotional purposes, in such manner and with such frequency as they shall determine in their discretion, in all media and territories, without further compensation or consideration (where permitted) and without further notice or authorization. I waive all rights of inspection or approval with regard to any recording, taping, reproduction, proposed printed, audio, or video publication, and/or other use of my or my child’s Likeness for advertising and promotional purposes. I agree that nothing need be

submitted to me for any future approval and that Company shall be without liability to me for any distortion or illusionary effect resulting from the manipulation of the photograph and/or likeness of me or my child. Company shall be without liability to me or my child for any use of my, or my child's, likeness, photograph, recorded image, voice, name, and or any other use described above.

I warrant and represent that this assignment does not in any way conflict with any existing commitment on my part or my child's part. Nothing herein will constitute any obligation on the part of Company to make any use of the assigned rights.

I also hereby release, discharge, and agree to hold harmless Company, its legal counsel, web site providers/web masters, and any person, persons, corporation, or corporations acting under its permission or authority, from and against any and all liability resulting from their use of my or my child's Likeness.

4. Signature.

Please print clearly.

Winner's Full Name: _____

Current Elementary School: _____

Winner's Signature: _____ Date: _____

I, _____, am the (father/mother/guardian) of the above mentioned minor. I hereby warrant and represent that I have the ability to contract on behalf of said minor. I agree and consent to the foregoing on behalf of such minor and personally join in the representations and agreements set forth above. I also agree to indemnify and hold harmless Released Parties with respect to any claims which the minor may make as a result of Released Parties' exercise of their rights hereunder.

Parent/Guardian Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () - _____ Email: _____