

PURA VIDA ELITE TRAINING MINOR MEDIA, PHOTO, & VIDEO RELEASE FORM

Please read the following release carefully:

_____ YES, I give permission for my child's name, likeness, image, or voice to be used in photographic, video, digital, or other recording forms. I give my permission for Pura Vida Elite Training ("PV") to use those recordings for promotional, commercial and information purposes in any and all media (including the internet) now existing or hereafter devised, for any purpose whatsoever, as deemed appropriate by PV. This consent includes the unrestricted right and permission to copyright and use, reuse, publish, republish, edit, alter, exhibit and/or distribute any images of my child or in which my child may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations. I understand that the image may be readily accessible by the general public. I further acknowledge and agree that PV and its directors, officers, employees, volunteers, coaches and agents shall not be responsible for any use of the image by any third party accessing the image through the internet or any other manner. I understand that I will not have an opportunity to review or approve uses of the recordings or works, and I hereby waive any right to inspect or approve the same. I understand that neither my child nor I will receive payment or any other compensation for the taking or use of any recordings or works created as a result of my child's participation in the program. To the extent the image or media of my child is an educational record and may contain personally identifiable information about my child as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), I hereby consent to the release of the image or media. I understand that I have the right not to consent to my child being videotaped, photographed, or recorded during the program, and the right not to consent to the release or use of the image or media and any personally identifiable information about my child contained in the media, and that this consent shall remain in effect until revoked by me in writing and delivered to (the institution), though any such revocation shall not affect disclosures previously made prior to its receipt. I further release, discharge, indemnify, and hold harmless PV and its directors, officers, employees, volunteers, coaches and agents, from and against all liability, actions, debts, claims, demands, rights, injuries, damages, or causes of action of every kind whatsoever, arising from and by reason of any known or unknown, foreseen or unforeseen, relating to the taking or use of the recordings or works of my child, including, without limitation, any and all claims for invasion of privacy, rights of publicity, libel, and slander. I understand that the acceptance of this release and waiver of liability by PV and its directors, officers, employees, volunteers, coaches and agents shall not constitute a waiver, in whole or in part, of sovereign immunity by the directors, officers, employees, volunteers, coaches and agents. This authorization and release shall inure to the benefit of the heirs, legal representatives, licensees, and assigns of PV. If any provision of this Media, Photo, and Video Release shall be held invalid or unenforceable, such provision will be deemed severable without affecting the validity or enforceability of the remaining provisions.

_____ No, I do not grant permission for my child's name, likeness, image, or voice to be used in any form, unless necessary for the administration of the program while my child is participating. I hereby certify that I am over 18 years of age, suffering under no legal disabilities, that I have read the above carefully before signing, and fully understand its contents. This release shall be binding upon me, my heirs, legal representatives, and assigns.