PLEASE READ THIS RELEASE AND WAIVER OF LIABILITY CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS

RELEASE AND WAIVER OF LIABILITY

The above-signed participant ("Participant"), who if a minor or the subject of a guardianship is acting through and/or with the consent of his/her parent or legal guardian, hereby freely, voluntarily, and without duress agrees to the following Release and Waiver of Liability in connection with participating in the activities of The Princess Project, a California non-profit corporation.

The Participant desires to participate with the activities for The Princess Project, including but not limited to the dress giveaway event (the "Activities").

1. Release and Waiver. Participant and Participant’s heirs, executors, administrators or assigns do hereby release and forever discharge and hold harmless The Princess Project, its affiliates, subsidiaries, licensees, and their respective employees, agents, executives, directors, shareholder, and members, and its successors and assigns (collectively referred to as "The Princess Project") from any and all liability, suits, costs, expenses, actions, causes of actions, proceedings, claims, demands, and/or damages (whether known or unknown) of any kind or nature whatever, in both law or in equity, that arise or may hereafter arise from any of Participant’s participation with the Activities of The Princess Project (including without limitation for, upon, or by reason of any damage, cost, expense, loss, injury, death, or other damage to Participant, Participant’s property, or Participant’s heirs, executors, administrators, or assigns or any other party, which may be sustained in consequence of any accident, occurrence, event, theft, sole or concurrent negligence or wrongdoings, strict liability, fault of Participants, or any other matter occurring as a result of Participant’s participation in the Activities).

2. Medical Treatment. Participant does hereby release and forever discharge The Princess Project from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant’s Activities with The Princess Project.

3. Assumption of Risk. The Participant understands the Activities may involve work that may be hazardous to the Participant. Participant hereby expressly, fully, and specifically assumes all the inherent risks, dangers, and hazards of the Activities in which Participant participates and the possibility of personal injury or death, permanent disabling injury, property damage, or loss resulting therefrom and understands that (s)he is fully responsible for his/her own safety, and for any risk of bodily injury, death, and/or property damage arising from or in connection with the Activities, whether caused by the sole or concurrent negligence of The Princess Project or otherwise, and that The Princess Project assumes no responsibility for Participant’s safety in connection with the Activities. Participant agrees to indemnify and hold harmless The Princess Project from any and all rights, liabilities, claims, suits, demands, actions, and expenses (including attorneys’ fees and costs) of any kind whatsoever which might be made against them arising out of or in consequence of Participant’s actions and/or inactions,
including without limitation any property damage, personal injuries, disability, death, or other damage suffered by any other party, whether caused by the sole or concurrent negligence, strict liability, or fault of The Princess Project or otherwise.

4. Insurance. The Participant understands that The Princess Project does not carry or maintain health, medical or disability insurance coverage for any Participant. Each Participant is expected and encouraged to obtain his or her own medical or health insurance coverage.

5. Photographic Release. Participant does hereby grant to the Princess Project the right to film, photograph, and/or otherwise record Participant at and/or in connection with the Activities and Participant hereby grants unto The Princess Project all right, title, and interest in any and all photographic images and video or audio recordings made by The Princess Project during the Participant’s Activities with The Princess Project, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Participant hereby irrevocably licenses to The Princess Project the right to use Participant’s name, voice, likeness, photograph(s), and all other indicia of Participant’s identity and persona for publication, distribution, creation of derivative works, general, advertising, and publicity purposes, and any further use, in all media now known or hereafter devised. Participant waives any right to inspect and approve finished publicity materials and Participant will not hold The Princess Project responsible for any liability resulting from the use of the publicity materials in accordance with this Waiver.

6. Other. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Participant also agrees that in the event that any clause or provision of the Release shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Participant acknowledges that (s)he has read the foregoing paragraphs and knows and understand the full contents and effects of them. Participant understands the full nature, extent, and import of Section 1542 of the California Civil Code and of the entire Release stated in this document. Accordingly, Participant waives and relinquishes any and all rights or benefits that (s)he may have under the provisions of Section 1542 of the California Civil Code, which reads as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Participant certifies that (s)he has been advised of any limitations on participating in the activity and that (s)he alone has determined that (s)he is of adequate medical, physical and emotional wellbeing to engage in the Activities and has not withheld any information from The Princess Project regarding the same.

In signing this Release Participant is not relying on any representations or statements made by The Princess Project. Participant represents and warrants that (s)he has read, understood and agrees with the provisions of this Release. Participant warrants and represents that (s)he: (i) is the owner of all rights granted hereunder or have been duly authorized by the owner of such rights to grant same and that the grant of the same will not violate the rights of any third party; and (ii) is at least eighteen (18) years of age or is the legal parent or guardian of the minor child listed above and is executing this Release on behalf of such minor child. Participant understands that (s)he has given up substantial rights by signing this Release and has signed it freely and voluntarily without any inducement, assurance or guarantee being made to Participant and PARTICIPANT INTENDS HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE of all liability to the greatest extent allowed by law.

The provisions of this Release shall ensure to the benefit of the respective heirs, executors, administrators, personal representatives, successors and assigns of The Princess Project and shall be binding upon Participant’s heirs, executors, administrators and personal representatives.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.