



Kiwanis®

KIWANIS INTERNATIONAL EVENT PUBLICITY WAIVER AND RELEASE FORM

For the right to enter the event, and for other consideration, I hereby irrevocably permit, authorize and license Kiwanis International (the "Company") and its affiliates, successors and assigns, and their respective licensees, advertising agencies, promotion agencies and fulfillment agencies, and the employees, officers, directors and agents of each and all of them ("Authorized Persons"), to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use and permit others to use my name, image, likeness and appearance, voice, biographical information, signature and other personal characteristics and private information and all materials created by or on behalf of the Authorized Persons that incorporate any of the foregoing ("Materials") on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on print publications, electronic, magnetic and optical media, Audio and Audiovisual works, display, point-of-sale and other advertising and promotional materials, press releases, the internet, and in any other mediums for promotional purposes and any purpose, including but not limited to advertising, public relations, publicity, packaging and promotion of the Company and its affiliates and their businesses, products and services, without further consent or royalty, payment or other compensation to me.

I hereby irrevocably transfer and assign to the Company my entire right, title and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by the Company, and that the Company has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from the Company's editing, alteration or use of the Materials. The Company has no obligation to use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress or any similar claim or cause of action in tort, contract or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims") arising directly or indirectly from the Authorized Persons' exercise of their rights under this Waiver and Release and the use and exploitation of the Materials, and whether resulting in whole or in part by the negligence of the Company or any other person, covenants not to make or bring any such Claim against any Authorized Person and forever releases and discharges the Authorized Persons from liability under such Claims.

I represent and warrant to Company that the Authorized Persons' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from any third party is required in connection herewith. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction). Any claim or cause of action arising under this Agreement shall be brought only in the federal and state courts located in Marion County Indiana, and the parties hereby consent to the exclusive jurisdiction of such courts.

Printed Name: _____ Signature: _____ Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Publicity Waiver and Release.

Printed Name: _____ Signature: _____ Date: _____

COVID INFORMATION

COVID-19: Vaccine and RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I agree that I have been fully vaccinated as defined by the CDC. "Fully vaccinated" means I have received my complete vaccine regimen (2 shots for Pfizer or Moderna, or 1 shot for Johnson and Johnson), and 14 days or more have passed since my final shot.

I agree that I will be fully vaccinated as defined by the CDC by the start of the Key Club International convention. "Fully vaccinated" means I will have received my complete vaccine regimen (2 shots for Pfizer or Moderna, or 1 shot for Johnson and Johnson), and 14 days or more have passed since my final shot. Key Club staff will routinely check with you to confirm that vaccination has occurred, and you will be asked to confirm/attest to your vaccination status before your conference registration is considered complete. All vaccination confirmations must be brought to convention.

If I have not been fully vaccinated, I agree to obtain a negative COVID-19 test within 5 DAYS of the first day of the meeting. Additionally, I consent to following all rules established by Key Club in attending meetings and events in July 2022 and agree to sign the waiver provided by Kiwanis International.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individuals named below are members of Key Club International (referred to as ("**Member**") (club or District)(the "**Company**"), and the individual's parent or legal guardian ("**Guardian**") and desire to participate in-person in Key Club International meetings on July 6-10 at Washington, D.C. (the "**Activity**"). As lawful consideration for being permitted by the Company to engage in the Activity, Member, on behalf of himself or herself, and Guardian, on behalf of Member and himself or herself, agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

1. Member and Guardian are aware of the highly contagious nature of bacterial and viral diseases including but not limited to the 2019 novel coronavirus disease (COVID-19 (collectively, the "**Disease**")) and the risk that Member and Guardian may be exposed to or contract the Disease by engaging in the Activity. Member and Guardian understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. Member and Guardian acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Company volunteers or employees. Member and Guardian understand that while the Company has implemented preventative measures to reduce the spread of the Disease, the Company cannot guarantee that Member and Guardian will not become infected with the Disease or other infectious diseases while engaging in the Activity and that engaging in the Activity may increase my risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, MEMBER AND GUARDIAN ACKNOWLEDGE THAT MEMBER AND GUARDIAN ARE VOLUNTARILY CHOOSING TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. MEMBER AND GUARDIAN EXPRESSLY ACKNOWLEDGE THAT MEMBER AND GUARDIAN HAVE BEEN PROVIDED AN OPPORTUNITY TO ATTEND ALL MEETINGS VIRTUALLY, AND THAT MEMBER AND GUARDIAN WILL NOT LOSE THE OPPORTUNITY TO VOTE OR VOICE MY OPINIONS IF I ATTEND THE MEETINGS VIRTUALLY. MEMBER AND GUARDIAN HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM ENGAGING IN THE ACTIVITY, OR TRAVELING TO PARTICIPATE IN THE ACTIVITY WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

2. Member and Guardian hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, agents, affiliates, members, volunteers, successors, and assigns (collectively, "**Releasees**"), on account of injury, illness, disability, death, or property damage arising out of or attributable engaging in the Activity and being exposed to or contracting the Disease, whether arising out of the negligence of the Company or any Releasees or otherwise. Member and Guardian covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

3. Member and Guardian are familiar with federal, state, and local laws, orders, directives, and guidelines related to the Disease, including the Centers for Disease Control and Prevention (CDC) guidance on the Disease. Member and Guardian will comply with all such orders, directives, and guidelines while engaging in the Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. Member and Guardian will also follow all instructions of the Company while engaging in the Activity. Member and Guardian agree not to participate in the Activity if either Member or Guardian is experiencing symptoms of the Disease, such as cough, shortness of breath, or fever, if Member or Guardian has a confirmed or suspected case of the Disease, or has come in contact in the last 14 days with a person who has been confirmed or suspected of having the Disease.

4. Member and Guardian shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against the Company or any other Releasees in a final judgment, arising out or resulting from any claim of a third party related to the Disease due to my engaging in the Activity.

5. This Agreement constitutes the sole and entire agreement of the Company, Member and Guardian with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of INDIANA without giving effect to any choice or conflict of law provision or rule whether of the State of INDIANA or any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signed:
Member

Printed Name:

Date:

Signed:
Parent/
Guardian

Printed Name:

Address:

Date: