



The Kim Foundation's Release & Waiver of Liability Form

Authorization to Participate in Contest. I hereby attest that I am the parent or guardian having legal custody of _____, my child/legal minor ("my child"), and acting both for myself and on behalf of my child, I hereby give my consent for his or her participation in The Kim Foundation Contest: Hope and Healing through Creativity being held in April/May 2017 (the "Contest").

Guidelines and Instructions. I acknowledge that I have received and reviewed a copy of the "Guidelines & Instructions", which are hereby incorporated as part of this agreement. I understand that The Kim Foundation reserves the right to limit participation or remove from the Contest entirely any entry whose presence or message disrupts the Contest or endangers the health or safety of others, in its sole discretion. I further acknowledge that if my child does not follow the Contest Guidelines & Instructions as stated, The Kim Foundation may, in its sole discretion, terminate my child's participation in the Contest before the Contest's end date.

Release, Waiver and Indemnification. In consideration of the opportunity for my child to participate in the Contest, on behalf of myself and my child, I hereby agree to indemnify, release, discharge, and hold harmless The Kim Foundation and its officers, directors, subsidiaries, members, agents, employees, volunteer staff, affiliated entities, successors and/or assigns (the "Released Parties") from any and all liability that may arise directly or indirectly, now or in the future, by reason of any injury, damage, loss, or expense incurred in connection with the operation of the Contest and/or my child's participation in any aspect of the Contest, including any costs incurred as a result of obtaining emergency medical treatment for myself or my child. I waive any and all claims or causes of action which I or my child may now or hereafter have against the Released Parties that may arise as a result my child's participation in the Contest.

Media Release. On behalf of myself and my child, I hereby grant The Kim Foundation, and any third party authorized by The Kim Foundation, royalty-free, nonexclusive, irrevocable and unlimited authorization and permission to use any illustration, art, written, and video materials submitted by my child in connection with the Contest, and hereby grant and convey to The Kim Foundation all rights, titles and interests in any and all media. This grant will include but not be limited to the right to copyright, use, alter, and publish such media, and the right to any royalties, proceeds or other benefits derived from the media. I hereby waive any right that my child or I may have to inspect or approve the media, any materials that may be used in connection with the media, or the use to which it may be applied.

All writing, art, and video submitted for the contest become the property of The Kim Foundation and may be posted on any websites or social media channels affiliated with The Kim Foundation, or reproduced in print electronic materials.

I hereby warrant that I am of full age and have every right to contract for the minor in the above regard. I state further that I have read the above authorization, release, waiver, and agreement, prior to its execution, and that I am fully familiar with the contents thereof.

Child's Name (please print): _____

Parent/Guardian Signature: _____ **Date:** _____

Parent/Guardian Name (please print): _____ **Date:** _____