

RELEASE AND WAIVER OF LIABILITY AGREEMENT / CONSENT TO USE OF LIKENESS

Voluntary Participation

I ("Parent participant") as named on this membership form, acknowledge that I and my son(s) as named on this membership form have voluntarily applied to participate in the activities of the Mighty Corona Nation, Inc., dba Explorer Guides Program® ("Program"). I understand that my participation in the Program may involve myself and my child(ren) in activities such as, but not limited to: camping events, campfires, archery, horseback riding, canoeing & boating, crafts, model car derby races, parades, riflery, community service, meetings at members' houses or other locations, swimming, sports of all types, games, field games, hayrides, sled riding, fishing, dances, holiday or theme parties, rock or wall climbing, museums, etc.

Release, Waiver, Indemnification, Hold Harmless, and Assumption of Risk

I AM AWARE THAT THESE ACTIVITIES ARE POTENTIALLY HAZARDOUS ACTIVITIES AND THAT I AND/OR MY CHILD(REN) COULD BE SERIOUSLY INJURED OR EVEN KILLED. PRIOR TO ENGAGING IN ANY STRENUOUS OR POTENTIALLY HAZARDOUS ACTIVITIES, I AND MY CHILD(REN) WILL UNDERGO A PHYSICAL EXAMINATION WITH A PHYSICIAN OF OUR CHOOSING AND RECEIVE MEDICAL CLEARANCE TO PARTICIPATE IN THE AFOREMENTIONED ACTIVITIES. I AND MY CHILD(REN) ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. ON BEHALF OF MYSELF AND MY CHILD(REN), AND TO THE FULLEST EXTENT AVAILABLE UNDER THE LAW, I AGREE TO WAIVE ANY AND ALL CLAIMS THAT MAY ACCRUE AGAINST THE PROGRAM AS A RESULT OF OUR PARTICIPATION IN ANY OF THE PROGRAM'S SPONSORED ACTIVITIES, AND AGREE TO HOLD THE PROGRAM HARMLESS FROM ALL SUCH CLAIMS THAT MAY ARISE.

As consideration for being permitted by the Program to participate in these activities, I agree to indemnify and defend the Program against any and all losses, damages, or claims incurred or suffered by the Program as a result of my and my child(ren)'s participation in these activities. I forever release the Program, any affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I and/or my child(ren), our assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to: (i) my and my child(ren)'s participation in these activities; (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee or (iii) the condition of the premises where these activities occur, whether or not I or my child(ren) are then participating in the activities. I also agree on behalf of myself and my child(ren) that I and/or my child(ren), our assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release. I understand and acknowledge that in the event I fail to indemnify and defend the Program in violation of this provision, the Program shall have the right to file a claim against me for such defense and indemnity, and be entitled to recover its attorney's fees and costs of suit incurred therein. I have been advised to seek independent legal counsel of my choosing for the purpose of reviewing this release form. By signing this release form, I am acknowledging that I have, in fact, sought independent legal counsel to review this form, or that I have voluntarily waived my right to do so.

Release and License to Use Likeness, Image, Voice etc.

In addition, I, the undersigned, individually and on behalf of my child, hereby grant Program permission to use, exploit, adapt, modify, reproduce, distribute, publicly perform and display, in any form now known or later developed, my image or visual likeness and/or my voice (the "Personal Information") as specified in this Release and indicated above, throughout the world, by incorporating it or them into publications, catalogues, brochures, books, magazines, photo exhibits, motion picture films, internet websites, videotapes, and/or other media (the "Works") or commercial, informational, educational, advertising, or promotional materials relating thereto. I release,

and hereby agree to indemnify, defend, and save harmless Program, its agents, employees, licensees and assigns (collectively, "Released Entities") from any and all claims I, or any third party, may have now or in the future for invasion of privacy, right of publicity, copyright infringement, defamation or any other cause of action arising out of the use, exploitation, reproduction, adaptation, distribution, broadcast, performance or display of the Personal Information. I waive any right to inspect or to approve any Works that may be created using the Personal Information and waive any claim with respect to the eventual use to which the Personal Information may be applied. The Personal Information may be used at Program's sole discretion, and with fictitious or accurate biographical material, alone or in conjunction with any other material of any kind or nature except that Program will not use the Personal Information for any criminal or illegal purposes or in a manner inconsistent with community standards of decency. I understand and agree that Program is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Works, and any commercial, informational, educational, advertising, or promotional materials containing the Materials. I am of full legal age and have read this release and am fully familiar with its contents. By their signature below, a minor's parent(s) or legal guardian(s) indicate, on behalf of their minor child, their full and unqualified consent to the terms of this Release & License.

Non-Refundable Nature of Payments to Program (Nation Payments and Tribe Payments)

Finally, I, the undersigned Program negotiates deals with vendors, hosts, sites, etc. based on payments that I make including dues that I pay to the Nation and my Tribe. I therefore agree that my payments are non-refundable even if I miss and/or do not attend scheduled events.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND PROGRAM AND SIGN IT OF MY OWN FREE WILL. I verify that the dangers of the activities and the significance of this Release and Waiver were explained to me as the Participant and that I understood them.

PARTICIPANT/RELEASOR PARENT OR GUARDIAN

Date: _____

Signature: _____

Print Parent Name: _____

Print Child Name: _____

Print Child Name: _____

Accept the terms of this waiver by circling I AGREE below:

I AGREE I DO NOT AGREE

Note that the applicant must circle I AGREE or the membership application cannot be accepted.