

Sun Prairie Media Center
Release and Waiver of Liability
PLEASE READ THIS CAREFULLY! THIS IS A LEGAL DOCUMENT THAT
AFFECTS YOUR LEGAL RIGHTS

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____, 20____, by _____, the Participant(s), in favor of the Sun Prairie Media Center, KIDS-4, KSUN and the City of Sun Prairie, a municipal corporation, their officers, officials, directors, employees, and agents (collectively, "Sun Prairie").

The Participant(s) desire to participate in the activities of the Sun Prairie Media Center. The Participant(s) understand that the activities include but are not limited to being filmed and photographed, operating television and radio equipment, and traveling short distances.

The Participant(s) do hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. **Release and Waiver.** Participant(s) do hereby release and forever discharge and hold harmless Sun Prairie and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant(s)'s activities with Sun Prairie. Participant(s) understand that this Release discharges Sun Prairie from any liability or claim that the Participant(s) may have against Sun Prairie with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant(s)'s activities with Sun Prairie, whether caused by the negligence of Sun Prairie or its officers, officials, directors, employees, or agents or otherwise. Participant(s) also understand that Sun Prairie does not assume any responsibility for or obligation to provide financial assistance, including but not limited to medical, health, disability or compensation insurance of any kind in the event of injury or illness.
2. **Insurance.** The Participant(s) understand that Sun Prairie does not carry or maintain health, medical, disability, and or compensation insurance of any kind for Participants in the activities.
3. **Photographic Release.** Participant(s) hereby grant and convey unto Sun Prairie all right, title, and interest in any and all photographic images, and video or audio recordings made by Sun Prairie during the Participant(s)'s activities with Sun Prairie including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Participant(s) consents to Sun Prairie's use or his/her name, voice and/or likeness for the purpose of advertising, promotion or any other purpose Sun Prairie deems desirable, and waives any and all claims on them. This includes the exclusive right to print, publish, post and vend copies of any work produced by Sun Prairie, the exclusive right of public performance, including but not limited to television, radio, newsprint, internet broadcasting and of licensing such rights and the exclusive right to grant licenses for the recording and use of any product produced by Sun Prairie.
4. **Other.** Participant(s) expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin, and that this Release shall be governed and interpreted in accordance with the laws of the State of Wisconsin. Participant(s) agree that in the event that any clause or provision of this Release shall be held to be 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. Nothing in this release or in the activities performed by Participant(s) shall be considered to create the relationship of employer and employee between Sun Prairie and the Participant(s).

By signing below, the Participant(s) has/have read, understood and executed this Release as of the date first above written.

Please Print:

Participant(s) _____

Address: _____ Phone _____

City _____ State _____ Zip Code _____