



2023 CAMP MARIPOSA® PHOTO, PUBLICITY AND LIABILITY CONSENT AND RELEASE

I, _____, (print name of Parent/Guardian or Adult Participant), understand that Eluna desires to use certain audio or visual works in which my child or I might appear (e.g. video or photographs) and certain information about my child or me, in connection with my child's or my participation in Camp Mariposa® as a camper, employee, volunteer or visitor. I understand these audio or visual works may be used to advertise, promote, distribute, market, research, obtain funding for and sell various services, including Camp Mariposa and its related activities. I also understand that, as part of my or my child's participation in Camp Mariposa, I or my child may be exposed to or experience Harm (defined below), including as a result of infection by COVID-19 (also known as SARS-CoV-2 or the coronavirus) ("COVID 19"). By this Consent and Release Agreement ("**Consent and Release**"), I hereby grant certain rights to Eluna and release Eluna from certain liabilities, on behalf of myself (if I am a camper or employee or volunteer or visitor) or on behalf of my child (if I am the parent or guardian of a minor camper, employee, volunteer or visitor). This Consent and Release confirms my child's and my grant of rights and our agreement is as follows:

1. Grant of Rights. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, on behalf of myself and my child, hereby grant to Eluna and its directors, officers, employees, agents, representatives, contractors, successors, and assigns the perpetual, irrevocable, royalty-free, non-exclusive, worldwide, sublicensable right and license to: (a) use, edit, reproduce, modify, portray, publish, copy, distribute, create derivative works from, publicly perform and display without restriction all or portions of my or my child's identity and my or my child's experience at Camp Mariposa, including without limitation my or my child's name, fictional names (if any), voice, signature, photograph, words, image, personality or other likeness of me or my child, and any audio and video recordings of me or my child or remarks and statements made by me or my child ("**Images and Remarks**"); and, (b) create other materials or copyright-protected works using or incorporating my or my child's Images and Remarks in any form or manner, including in any electronic or non-electronic medium now known or later devised, in connection with Camp Mariposa for advertising, distribution, marketing, promotion, publicity, research, reporting or any other lawful purpose ("**Promotional Materials**"). I understand that this Consent and Release will cover all of my or my child(ren)'s future participation at any Camp Mariposa activities.

I waive any of my or my child's right to own, inspect, approve or receive any payment or attribution with respect to any works or Promotional Materials using my or my child's Images and Remarks, any accompanying written copy or printed matter, or the use to which it is applied. I understand and agree that the Images and Remarks, and Promotional Materials containing or based on my or my child's Images and Remarks may be used without any restriction as to changes or alterations, and may be modified, used in derivative works, distorted, included in composites or otherwise used in unexpected contexts, manners, or forms, or may not be used at all, and I grant Eluna all necessary rights to do the foregoing. To the extent moral rights in my or my child's Images and Remarks or any Promotional Materials may not lawfully be waived, I hereby agree not to bring any actions or claims against Eluna therefor.

2. Contact. Unless I opt out below, I agree to receive information/news/updates and other communications in hard copy, via electronic delivery, via telephone and other means from Eluna. I hereby consent to collection and disclosure of my mailing address, email address and phone number to Eluna for such purposes, unless I opt out below.

3. Release. I, on behalf of myself and my child, hereby fully and forever release, discharge, and agree to indemnify, defend and hold harmless Eluna and its directors, officers, employees and advisors (collectively, the "**Released Parties**") from any and all claims, demands, causes of action, damages (including without limitation direct, indirect, incidental, consequential, special or punitive damages), losses, expenses and liabilities (whether under contract, warranty or tort, including negligence (whether active, passive, or imputed)) relating to any claim that my child or I may have, now or in the future, based on: (a) any usage or adaptation of my or my child's Images and Remarks or portions thereof, or works or materials derived therefrom including, but not limited to, claims for libel, defamation, invasion of privacy or rights of publicity, infringement or violation of moral rights or any other right arising out of, or relating to, any use of my or my child's Images and Remarks, including by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, or based upon any failure or omission to make use thereof; or (b) death, personal injury, property damage, pecuniary or other loss, damage, cost or expense (collectively, "**Harm**") that may be suffered by my child, me or any third party as a result of, or in connection with, my or my child's participation in, volunteering for, or employment by Camp Mariposa, including any Harm or infection caused by exposure to COVID-19 that I or my child(ren) may experience by attending Camp Mariposa activities. Camp Mariposa and Eluna **cannot guarantee** that you/you and your child(ren) will not become infected with COVID-19. Further, **attending Camp Mariposa activities could increase** your risk and your child(ren)'s risk of contracting COVID-19. By signing this Consent and Release, I understand the contagious nature of COVID-19 and voluntarily assume the risk that I or my child(ren) and I may be exposed to or infected by COVID-19 by attending Camp Mariposa activities, and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 at Camp Mariposa activities may result from the actions, omissions, or negligence of myself and/or others, including, but not limited to, Eluna, Camp Mariposa and their respective directors, officers, employees, agents, volunteers, or program participants and their families. I understand that this waiver will cover all of my or my child(ren)'s future participation at any Camp Mariposa activities. I voluntarily assume all of the foregoing risks and accept sole responsibility for any illness or injury to myself/to myself and my child(ren), including, but not limited to, personal injury, disability, and death, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)'s attendance at or participation in Camp Mariposa activities. I AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM AND

(over please)

AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY ANY RELEASED PARTY ARISING OUT OF OR IN CONNECTION WITH ANY HARM OR RELEASED CLAIMS. If any provision of this Release is held to be invalid or unenforceable, then that provision shall be severed, and all remaining provisions shall be given full force and effect.

4. **Representations and Warranties.** I represent and warrant that: (a) my or my child's involvement or participation in Camp Mariposa is voluntary, (b) I understand that there is a risk of danger, bodily harm, injury, emotional stress, or death as a result of my or my child's participation in, volunteering for, or employment by Camp Mariposa, (c) I further understand that there is the potential for risks and dangers that may not be obvious or reasonably foreseeable at this time related to my or my child's participation in, volunteering for, or employment by Camp Mariposa, and (d) I voluntarily, on behalf of myself or my child, assume the risks, including, but not limited to, those outlined in items (b) and (c) above. I further represent and warrant that I have the power, capacity and authority to grant the rights to Eluna herein granted, that this Consent and Release constitutes my or my child's legal and binding obligation enforceable in accordance with its terms and that the grants of rights or any portions thereof will not conflict with any similar grants of rights agreements I or my child have made.

5. **Binding Agreement.** This Consent and Release expresses the entire understanding between Eluna, me and my child, and supersedes any prior agreements and discussions between us with respect to the subject matter of this Consent and Release. In granting the rights herein, neither I nor my child have been coerced or induced to do so by any representations or assurances by Eluna or its agents or representatives. This Consent and Release may be amended only by written instrument signed by Eluna and me. The provisions hereof shall be binding upon me, my child and my heirs, representatives, executors, administrators, and successors. Eluna may, in its sole discretion, assign or transfer some or all of this Consent and Release.

6. **Governing Law.** This Consent and Release will be governed by the laws of the State of Pennsylvania, without regard to its choice of law principles. The parties hereby submit to the exclusive venue and jurisdiction of the state and federal courts of Philadelphia County, Pennsylvania and waive any objection thereto (irrespective of whether the individual signing this Consent and Release changes his or her state of residence).

7. **Severability.** If any provision of this Consent and Release Agreement is found to be unenforceable in any respect by a court of competent jurisdiction, this Consent and Release Agreement will nonetheless be enforced to the maximum extent to which it is found to be legally enforceable.

BY SIGNATURE BELOW, I AGREE AND ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND ACCEPTED THIS CONSENT AND RELEASE; THAT THE PROVISIONS CONTAINED HEREIN REPRESENT AN AGREED ALLOCATION OF RISKS WHICH ELUNA IS RELYING UPON; THAT I HAVE SIGNED THIS CONSENT AND RELEASE VOLUNTARILY AND OF MY OWN FREE WILL; AND THAT I HAVE HAD AMPLE OPPORTUNITY TO ASK QUESTIONS REGARDING THE TERMS AND CONDITIONS OF THIS CONSENT AND RELEASE.

Agreed and Accepted: Participant or Parent/Guardian of Participant

Participant is a: Youth Camper Jr. Counselor/Alumni/Teen Family Member Mentor Volunteer/Visitor

Youth Name (if applicable): _____ Date of Birth: _____

Youth Email (optional*): _____

Parent/Guardian/ Mentor/ Family Member/ Volunteer / Visitor Name: _____

Address: _____

City, State and Zip: _____

Phone Number: Mobile Home _____

Email: _____

I hereby opt out of receiving non-essential Eluna communications, such as newsletters and updates.

Signature: _____ Date: _____

Participant (if over the age of majority in state of residence) OR Parent/Guardian (if Participant is under the age of majority in state of residence)

*Eluna will only use Youth email address to send Youth the Camper Newsletter.
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