

ANNUNCIATION HEIGHTS

PUBLICITY RELEASE FOR ADULTS & MINORS

Annunciation Heights, a Colorado nonprofit corporation (hereafter "**AH**"), is a Catholic retreat center and youth camp located in Estes Park, Colorado. AH welcomes all to visit its pastoral grounds and to rejuvenate.

To promote its mission, AH prepares materials that support its ministry and that of the Church generally. These materials often incorporate images, video or other media featuring individuals engaged in AH Programming (as defined below). Additionally, so as to grow Catholic ministry and spread the teachings of Christ, AH also works with other Catholic entities in the creation of spiritual, educational, promotional and development materials.

By signing below, You are agreeing that AH may use Your Likeness (as defined below) per the terms below. If signing on behalf of your minor child, You and Yours refers to your minor child.

1) **Definitions.** For purposes of this Release, the following definitions apply:

- a) the person participating in AH Programming is referred to as the "**Participant**";
 - b) the terms "**I**", "**You**", "**Your**" or "**my**" mean one of the following:
 - i) only the Participant when the Participant is age 18 or older;
- OR**
- ii) both the Participant and the Participant's parent/legal guardian when the Participant is under the age of 18;
 - c) "**AH Programming**" refers to activities taking place on AH grounds, and to AH activities taking place off-site of AH grounds that are conducted either in whole or in part by AH.
 - d) "**Likeness**" means all parts of Participant's identity, including but not limited to, Participant's name, image, photograph, signature, voice, quotations, recordings and other aspects of Participant's right of publicity.

2) **Release.**

- a) You hereby consent to, agree, and otherwise grant permission to, AH and its agents:
 - i) taking the Participant's photograph, recording the Participant's image, and/or making video of Participant, inclusive of audio, all either digitally or by a non-digital device for the purposes herein;
 - ii) using Participant's Likeness, inclusive of video with or without audio recordings, for any lawful purpose not inconsistent with AH's mission and purpose, including but not limited to use in AH publications or on the AH website(s), or in any medium now known or later developed; and
 - iii) using Participant's Likeness as a reference and colorizing, cropping, editing, manipulating, miniaturizing, distorting, caricaturing, animating or otherwise changing Participant's Likeness.
- b) You hereby grant and convey unto AH all right, title and interest in and to all photographs / images / recordings of the Participant made by AH or its agents during the Participant's involvement with AH Programming, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs / images / recordings. For clarity, You agree that AH will own any materials in which it uses Participant's Likeness.

c) You acknowledge and agree that You will not be paid for signing this Release or allowing Participant's Likeness to be used. You will, however, have the chance to be part of promoting AH and AH Programming. You further agree that You will not have any approval rights of how Participant's Likeness is used and that the permission granted under this Release is not revocable.

3) **General Terms.** You will not sue, dispute, challenge, raise objections to or institute proceedings against AH for using Participant's Likeness in any manner and You hereby waive all legal and equitable rights You may have as well as all claims, demands, damages and expenses arising directly or indirectly from the same. You agree that You are under no obligation to sign this Release, but do so voluntarily, without duress, fully understanding Your rights and having had the chance to consult with an attorney.

4) **Minor Acknowledgment.** By signing this Agreement without a parent or legal guardian's signature, You, under penalty of fraud, represent that You are at least 18 years of age. If signing as the parent or guardian of a minor Participant, You represent that You are the legal parent or guardian of the minor Participant.

Printed Name of Participant

Printed Name of Parent/Legal Guardian
(required only if Participant IS under 18)

Signature of Participant Date
(sign only if Participant is NOT under 18)

Signature of Parent/Legal Guardian Date
(sign only if Participant IS under 18)