

**THIS IS A RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,  
AND INDEMNITY AGREEMENT**

**Program: The Lingo Project (hereafter “PROGRAM”)**

**Program Location: Columbus Bilingual Academy**

IN CONSIDERATION of being permitted to participate in any way in the PROGRAM, EACH OF THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE **the Lingo Project**, all of their directors, officers, agents, volunteers and employees, and **Reset Inc.**, and all of their directors, officers, agents, volunteers and employees, (hereinafter referred to as “Releasees”) FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY AND/OR EXPOSURE TO INFECTIOUS SYNDROMES OR DISEASES TO THE PERSON OR PROPERTY OR RESULTING IN ILLNESS AND/OR DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE PROGRAM, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. BY PARTICIPATING OR ATTENDING THIS PROGRAM YOU ASSUME ALL RISKS WHETHER KNOWN OR UNKNOWN.
2. HEREBY acknowledges that THE ACTIVITIES OF THE PROGRAM MAY BE DANGEROUS and involve risks including but not limited to exposure to infectious syndromes and diseases, serious illness, injury and/or death and/or property damage and he/she ASSUMES FULL RESPONSIBILITY FOR ANY RISK WHATSOEVER, INCLUDING BUT NOT LIMITED TO BODILY INJURY, EXPOSURE, DEATH OR PROPERTY DAMAGE arising out of or related to the PROGRAM, whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
3. HEREBY grants to the Releasees (and grants to the Releasees the right to grant to others), as well as their successors and assigns, in perpetuity, the irrevocable right (but not the obligation), with or without my knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, prepare derivative works from or otherwise preserve and use in any format and/or manner now known or hereafter developed (collectively, the “Use and Materials”): (1) my appearance at and/or participation in the Program; (2) my name, likeness, signature, voice, singing voice, conversation, sounds, biographical data, testimonials, and/or any other information or material secured by the Releasees in connection with my appearance at and/or participation in the Program. I agree that Releasees shall have the right to the Use and Materials, for their own account, throughout the universe and in perpetuity. I acknowledge and agree that I shall not be entitled to receive any compensation whatsoever in connection with the Releasees’ exercise of its Use and Materials rights.
4. HEREBY AGREES AND UNDERSTANDS that should any part or portion of this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT be determined to be legally invalid or unenforceable for any reason, only such part or portion shall be severed and removed from the Agreement. The

remaining provisions and all portions of this Agreement that have not been ruled invalid or unenforceable shall independently survive and remain in full force and effect, with only the invalid or unenforceable part or portion of this Agreement to be deemed stricken, unenforceable and severed from this Agreement.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE OF BIRTH (M/D/YYYY): \_\_\_\_\_