

# Liability and Publicity Release ("Release") (form AB)

Do Not Alter This Form

## FORM AB

TO BE **SIGNED AND DATED** BY **BOTH PARENTS AND/OR LEGAL GUARDIAN(S)** OF EVERY PARTICIPANT MINOR CHILD (WISH CHILD AND ANY OTHERS PARTICIPATING IN WISH, WHETHER OR NOT THESE PARENTS(S)/GUARDIAN(S) ARE ACCOMPANYING THE CHILDREN) AND BY ALL ACCOMPANYING ADULTS 18 YEARS OR OLDER.

Wish Child \_\_\_\_\_

Arrival Date \_\_\_\_\_

1. I/we \_\_\_\_\_ Parent(s)/Guardian(s)

of \_\_\_\_\_ and \_\_\_\_\_  
**Wish Child** **Accompanying Minor Brother(s) and Sister(s)**

2. And/or \_\_\_\_\_, Parent(s)/Guardian(s) of

**Accompanying Minor Child(ren)**

3. And/or \_\_\_\_\_, Accompanying Adult(s)  
18 Years or Older

hereby expressly acknowledge that I/we have requested that I/we be allowed to participate in a wish being granted to the above named Wish Child by *GIVE KIDS THE WORLD, INC.*, ("GKTW") a nonprofit organization.

### I. Release from Liability

By my/our signature(s) set forth below, and in consideration of GKTW granting said wish, I/we hereby release GKTW, its agents, officers, directors, contractors, servants, employees, parents, subsidiaries, members and affiliates (collectively "GKTW Team") and their successors, heirs, assigns and representatives from any and all claims, losses, liabilities, damages and causes of action whatsoever, including those arising from the acts or omissions of the GKTW Team and otherwise, in connection with the preparation, execution and fulfillment of said wish, on behalf of ourselves, the above-named Wish Child and all other participants listed above. The scope of this release shall include, without limitation, damages, liabilities, losses or injuries arising in connection with transportation, food, lodging, medical concerns (physical and emotional), entertainment, photographs and physical injury of any kind.

I/we further agree to hold harmless and to release the GKTW Team, their successors, heirs, assigns and representatives from and against any and all claims, losses, liabilities, damages and causes of action of every kind, including those arising from the acts or omissions of the GKTW Team and otherwise, for any and all physical or emotional injuries and/or damages which may happen to me/us, or damage to or theft of our personal belongings, jewelry or other personal property which may occur while staying at *GIVE KIDS THE WORLD VILLAGE* ("Village").

**FORM AB PAGE 2 (continued)**

At no time will Wish Child, Accompanying Minor Brother(s) and Sister(s), or any Accompanying Minor Children with me/us be left unattended or unsupervised by an adult throughout our entire stay at the Village. In addition, I/we acknowledge that I/we am/are responsible for any damages to or loss of property at the Village caused by me/us, or by Wish Child, Accompanying Minor Brother(s) and Sister(s), or Accompanying Minor Children. I/we am/are aware that only wish participants whose names are listed on this form may stay on Village property and utilize its services and special offerings. I/we will meet and/or socialize with all other individuals off Village property.

**\*\* II. Medical Authorization**

With respect to the physical and emotional effects of granting the wish of the above named Wish Child, I/we hereby acknowledge that I/we will consult with and obtain the written authorization of \_\_\_\_\_, M.D.

**Please Print Doctor's Name**

(Physician), who is the above-named Wish Child's primary care physician, to allow the above named Wish Child to participate in the wish, and will follow the advice of said Physician in connection therewith.

I/we agree to grant permission to the GKTW Team to obtain such medical information concerning the above-named Wish Child as the GKTW Team shall deem necessary in the consideration of granting the wish from whatever source or sources as the GKTW Team shall determine, at its sole discretion. I/we further agree to execute all authorizations necessary for the appropriate members of GKTW Team to obtain the aforementioned information.

**III. Acknowledgments**

I/we expressly acknowledge and agree that this Release applies to any and all stays or visits to the Village regardless of when the stay or visit occurs or the duration of the stay or visit.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**FORM AB PAGE 3 (continued)**

I/we have neither been promised anything by any member of the GKTW Team, nor has any person associated with the foregoing individuals or entities given any advice or counsel with respect to the advisability and risk associated with said wish. In that regard I/we are relying solely upon the advice and information supplied to me/us by Physician. The GKTW Team is acting and has acted solely at my/our request and in accordance with and pursuant to my/our instructions. I/we acknowledge, understand and agree that I am/we are executing this release both individually and on behalf of my/our child(ren) in my/our capacity(ies) as parent(s)/guardian(s) of my/our child(ren) as named herein; and that this release shall be binding on me/us, our successors, heirs, assigns and representatives, and the successors, heirs, assigns and representatives of my/our child(ren).

*I/we hereby agree, represent and warrant that I/we have read the foregoing release and have executed it freely and voluntarily.*

Witness	Date	Parent/Guardian	Date
Witness	Date	Parent/Guardian	Date
Witness	Date	Parent/Guardian	Date
Witness	Date	Parent/Guardian	Date
Witness	Date	Accompanying Other Adult	Date
Witness	Date	Accompanying Other Adult	Date

*\*\* These sections are applicable only to parent(s)/guardian(s) of the Wish Child.*

IV. Publicity Release

**THIS SECTION APPLIES ONLY IF YOU ARE AMENABLE TO PUBLICITY. IF YOU PREVIOUSLY INDICATED YOU WERE NOT AMENABLE TO PUBLICITY ON THE WISH REQUEST FORM, BUT HAVE SINCE CHANGED YOUR MIND, PLEASE SIGN AND DATE AS INDICATED BELOW.**

By my/our signature(s) set forth below, I/we release the GKTW Team, their successors, heirs, assigns and representatives from any claim for invasion of privacy or use of my/our likeness(es), and authorize the GKTW Team to photograph, film, videotape and/or electronically record interviews with me/us, Wish Child, or both, our appearance(s), photograph(s), voice(s), physical likeness(es) and name(s) in such manner as they choose.

I/we further authorize the GKTW Team and all other persons or entities participating in taking said photographs, films, videotapes and/or electronically recorded interviews to distribute now or at any time in the future, any or all of said photographs, films, videotapes and/or electronically recorded interviews to anyone including the general public, magazines, newspapers, television and radio stations, and/or any other organization or person that customarily presents information or news to the general public. I/we further authorize the GKTW Team to disclose to the general public, as well as to television and radio stations, newspapers or magazines, or any other form of news or public media, now or at any time in the future, my/our name(s) and the details of the wish in which I am/we are participating. No compensation or remuneration shall be paid to me/us for such uses as described in this paragraph. GKTW shall own in perpetuity all property and copy rights in all recordings, photographs, film and videotape hereinabove described. For the purpose of the foregoing paragraph, recordings, photographs, film and videotape shall include, without limitation, digital formats of the aforementioned media.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature