

WAIVER OF LIABILITY AND PHOTOGRAPHY RELEASE AGREEMENT FOR PARTICIPANT

1. In consideration for participating in the following off-campus events of NEW STUDENT ORIENTATION:

- *Community Service Trip, August 7, 2019*
- *Salt Creek Beach Trip, August 17, 2019*
- *Laguna Beach Trip, September 1, 2019*

I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Soka University of America, its Board of Trustees, its officers, agents, employees, contract employees, the State of California, their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

3. It is my express intent that this Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California.

4. I UNDERSTAND THAT THE UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.

5. I further agree to become familiar with the rules and regulations of the University concerning student conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.

6. I also agree to grant Soka University of America, its officers, and employees and its agents and assigns the worldwide, perpetual, irrevocable right to: (1) photograph the undersigned; (2) reproduce, distribute, display, create derivative works of and otherwise use the undersigned's name, photograph and likeness for and in connection with SOKA's public relations, publicity, promotional, recruitment, archival and educational purposes, for all purposes, by any means, methods and media (print and electronic) now known or in the future developed that Soka deems appropriate.

7. I make this grant of rights with the understanding that no compensation will be paid to me by Soka for such grant. I understand and agree that all right, title and interest, including copyrights, in the materials created by Soka pursuant to this agreement are the exclusive property of SOKA and that I will obtain no rights in such materials. I also understand that Soka is not actually required to use my photograph or likeness in any way. I hereby waive any right that I may have to inspect or approve any photograph, likeness, or derivative work thereof made pursuant to this agreement. I have read the above agreement and fully understand its contents. I represent and warrant that I am of full age, that I have the right to contract in my own name, and that I have no pre-existing obligation that may restrict or limit my ability to sign this agreement. This agreement will be governed by the laws of the State of California and represents the final and exclusive agreement between Soka University of America and myself on this subject.

I have read the above agreement and fully understand its contents. I represent and warrant that I am of full age, that I have the right to contract in my own name, and that I have no pre-existing obligation that may restrict or limit my ability to sign this agreement. This agreement will be governed by the laws of the State of California and represents the final and exclusive agreement between Soka University of America and myself on this subject.

Participant (Print name)

Participant signature

Date

Parent name if under 18 years old

Parent signature if under 18

Date