

Release and Authorization to Record Personal Materials

Release executed on _____ (date), by _____ (client) of _____ (street address, city, county, state, zip code) herein referred to as *Client*, in favor of _____ (student), a student at Windward Community College (WCC), a non-profit organization existing under laws of the State of Hawai'i with its principal place of business located at 45-720 Kea'ahala Road, Kāne'ohe, HI, 96744, herein referred to as *WCC student*.

In consideration of the sum of _____ Dollars (\$_____), and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client, being of lawful age, hereby expressly releases WCC student, its licensees, agreements, successors and assigns from all liability for claims and/or demands arising out of the agreement as set forth below.

Client hereby authorizes WCC student to record her/his personal photographs, films, audio, videotapes and materials, in all media, to edit these recordings at its discretion, and to incorporate these recordings into all media, including but not limited to movie and sound films, audio and videotapes and broadcast programs or otherwise, and to use and licenses others to use such recordings, movie and sound films, audio and videotapes and broadcast programs in any manner of media whatsoever, including unrestricted use for purposes of publicity, advertising and sales promotion and to use Client's name, likeness, voice and biographic or other information in connection therewith in perpetuity.

Client further agrees to indemnify and save harmless WCC student, its licensees, agents, successors and assigns, from any and all claims and liability for damages, losses or expenses of any sort arising from their making of such recordings and their use. Client further acknowledges that, except for the above-stated compensation, there were no promises of any compensation for such use by WCC student or by anyone associated with WCC student and, that WCC student exclusively owns all rights to these recordings regardless of the form in which they are produced or used.

Client warrants and agrees that she/he has read and understood the contents hereof, and that she/he has the right and authority to execute this release and indemnification.

In witness whereof, the parties have executed this release and indemnification agreement on the date and year first above written.

Client (Print Name)

WCC Student (Print Name)

Client Signature

WCC Student Signature

WCC Course / Project