



## Image Consent & Release

This form **must** be completed and delivered before participation in Envirothon.

The Manitoba Envirothon (“Envirothon”) is a core program of the Manitoba Forestry Association (“MFA”). The term “Envirothon” includes five (5) regional competitions to be held in April of 2018, one (1) provincial event to be held in May of 2018, and one (1) North American competition to be held in July of 2018. The MFA would like to share information and communicate with future participants and the broader community by highlighting Envirothon and the activities associated with Envirothon in a variety of publications, mediums and/or events. The term “MFA” includes all of Manitoba Forestry Association’s affiliates, subsidiaries, officers, directors, members, agents, users, representatives, contractors, suppliers, customers, licensors, licensees, partners, employees, volunteers, sponsors and their respective successors and assigns.

The term “Images” in the Release & Waiver (the “Waiver”) means (i) any photographs, recordings, pictures, voice recordings and videos of the Participant, (ii) the performance, appearance, name, likeness, words, identity, story, image, face and/or voice of the Participant, and (iii) any materials, testimonials and information provided by the Participant to The MFA, together with any modifications, reproductions and depictions of same, and together with any and all intellectual property rights relating thereto.

The term “Product” in this Waiver means (i) any photographs, recordings, voice recordings, pictures and videos made by MFA that include the Images, and (ii) any materials, testimonials, advertising copy, printed matter and information made by MFA that include the Images, together with any modifications, reproductions and depictions of same, and together with any and all intellectual property rights relating thereto.

In granting consent by signing the form on page 2, the Participant:

1. consents and grants to MFA the absolute and irrevocable right and unrestricted permission, in perpetuity, worldwide (i) to take, record or photograph the Images and the Participant; (ii) to edit, combine and modify the Images at its discretion; and (iii) to publish, make, distribute, show, record, reproduce, use, broadcast, translate into other languages, formats and/or mediums and exploit the Images in any manner, form, format or media whatsoever now or hereafter known, for the purpose of trade, advertising, describing, publicizing or promoting MFA and its activities (the “Purpose”).
2. waives (i) any right to inspect or approve the Images and/or the Product or the uses of the Images and/or the Product, (ii) all moral rights in the Images and the Product, and (iii) any right to royalties or other compensation arising from or related to the Images or the Product.
3. agrees and acknowledges that all right, title and interest in the Product shall be the sole exclusive property of MFA free and clear of all claims of any kind whatsoever by the Participant. The Participant assigns and transfers to MFA his/her entire right, title and interest, if any, worldwide, in and to the Product, without any remuneration.
4. releases and forever discharges The MFA from and against any and all demands, causes of action, liability and claims, at law or in equity, of any nature or kind, including, without limitation, any action for copyright infringement, rights of publicity, misappropriation of personality, breach of privacy, invasion of privacy, defamation, libel or slander, that the Participant or his/her heirs, executors, administrators, personal representatives, successors or assigns can, has ever had, now or may hereafter have arising out of or connected in any way with the Images and/or the Product.
5. understands that (i) the Images and the Product may appear on MFA’s website and that the Internet is not a secure medium, (ii) any material posted on the Internet is accessible to and may be copied or altered by anyone with a computer, (iii) MFA cannot absolutely guarantee privacy or control the access to its website, and (iv) an inherent risk may include but is not limited to identity theft or danger to the Participant.

**School \ Team Name:** \_\_\_\_\_

**TO BE COMPLETED IF THE PARTICIPANT IS AT LEAST 18 YEARS OLD:**

The Participant represents that (i) he/she is at least 18 years old and has the legal authority to execute this Consent, and (ii) he/she has read this Consent prior to executing same and fully understands its contents, meaning and impact.

*YES, I CONSENT to Manitoba Envirothon publishing any image taken of myself by Manitoba Envirothon, its employees or external media, as well as publishing my work for the purpose of showcasing and promoting Manitoba Envirothon activities with other students, parents/guardians, staff and the global community.*

*NO, I DO NOT CONSENT to Manitoba Envirothon publishing any image taken of myself by Manitoba Envirothon, its employees or external media nor publishing my work for the purpose of showcasing and promoting Manitoba Envirothon activities with other students, parents/guardians, staff and the global community. I realize I will be required to wear something that visually identifies me.*

\_\_\_\_\_  
**Participant Name (print name)**

\_\_\_\_\_  
**Participant Signature**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Witness Name (print name)\***

\_\_\_\_\_  
**Witness Signature\***

\_\_\_\_\_  
**Date Signed**

*\*A witness must not be an employee of MFA and must be a minimum of 18 years of age.*

**TO BE COMPLETED IF THE PARTICIPANT IS UNDER THE AGE OF 18 YEARS:**

The Undersigned represents that i) he/she is the parent or legal guardian of the Participant and has the legal authority to execute this Consent, and ii) he/she has read this Consent prior to executing same and fully understands its contents, meaning and impact.

*YES, I CONSENT to Manitoba Envirothon publishing any image taken of my child by Manitoba Envirothon, its employees or external media, as well as publishing my child's work for the purpose of showcasing and promoting Manitoba Envirothon activities with other students, parents/guardians, staff and the global community.*

*NO, I DO NOT CONSENT to Manitoba Envirothon publishing any image taken of my child by Manitoba Envirothon, its employees or external media nor publishing my child's work for the purpose of showcasing and promoting Manitoba Envirothon activities with other students, parents/guardians, staff and the global community. I realize that my child will be required to wear something that visually identifies him/her.*

\_\_\_\_\_  
**Participant Name (print name)**

\_\_\_\_\_  
**Parent/Guardian Name (print name)\*\***

\_\_\_\_\_  
**Parent/Guardian Signature\*\***

\_\_\_\_\_  
**Date Signed**

*\*\*A parent or legal guardian must sign this Waiver if the Participant is under 18 years of age.*

\_\_\_\_\_  
**Witness Name (print name)\***

\_\_\_\_\_  
**Witness Signature\***

\_\_\_\_\_  
**Date Signed**

*\*A witness must not be an employee of MFA and must be a minimum of 18 years of age.*



## Waiver & Assumption of Risk and Indemnity

**Warning:** By signing this Waiver, you give up the right to make any claim for any injury or damages to persons or property howsoever caused. This form must be completed and delivered before participation in Envirothon.

For valuable consideration, including being allowed to participate in Envirothon, for which the delivery of this Waiver is a condition of my participation,

1. I agree as a precondition to my participating in Envirothon organized by MFA and conducted by MFA and in further consideration of MFA allowing me to do so, to be strictly bound by the terms of this Waiver.
2. I acknowledge that Envirothon involves inherent risks and may cause serious injury to participants.
3. I understand this event may be strenuous, and adverse weather conditions may occur.
4. I fully understand the risks and dangers associated with my participation in Envirothon and accept same entirely at my own risk.
5. I hereby waive any and all claims which I may have against MFA, including the Manitoba Forestry Association's employees, volunteers, and regional hosts (the "Additional Parties") and release MFA and the Additional Parties from all liability for injury, death, property damage or any other loss sustained by me as a result of my participation in Envirothon to any cause whatsoever including, without limitation, negligence on the part of the MFA or the Additional Parties.
6. I appreciate that this Waiver applies whether the MFA or the Additional Parties are at fault or not and it limits the liability of the Additional Parties to the same extent as it limits the liability of the MFA even though the Additional Parties are not formal parties to this Waiver. I understand that MFA, in securing execution of this Waiver by myself, is acting as agent on behalf of or for the benefit of the Additional Parties who shall to this extent be or be deemed to be parties to this Waiver.

The Participant acknowledges that MFA will rely on this Waiver potentially at substantial cost to MFA, and the Participant agrees not to assert any claim of any nature whatsoever against anyone relating to the exercise of the provisions of this Waiver.

The provisions of this Waiver shall ensure to the benefit of MFA and the Participant and their respective successors and assigns and shall be binding upon the Participant and MFA, and their executors, heirs, administrators, personal representatives, successors and assigns.

All of the rights granted herein are assignable and licensable by MFA to any third party without restriction. The laws of the Province of Manitoba shall govern the terms of this Waiver.

**School \ Team Name:** \_\_\_\_\_

**TO BE COMPLETED IF THE PARTICIPANT IS AT LEAST 18 YEARS OLD:**

The Participant represents that (i) he/she is at least 18 years old and has the legal authority to execute this Waiver, and (ii) he/she has read this Waiver prior to executing same and fully understands its contents, meaning and impact.

**Read and Understood**

\_\_\_\_\_  
**Participant Name (print name)**

\_\_\_\_\_  
**Participant Signature**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Witness Name (print name)\***

\_\_\_\_\_  
**Witness Signature\***

\_\_\_\_\_  
**Date Signed**

*\*A witness must not be an employee of MFA and must be a minimum of 18 years of age.*

**TO BE COMPLETED IF THE PARTICIPANT IS UNDER THE AGE OF 18 YEARS:**

The Participant represents that (i) he/she is under the age of 18 years and has the consent of his/her parent or legal guardian to execute this Waiver, and (ii) he/she has read this Waiver prior to executing same and fully understands its contents, meaning and impact.

**Read and Understood**

\_\_\_\_\_  
**Participant Name (print name)**

\_\_\_\_\_  
**Participant Signature**

\_\_\_\_\_  
**Date Signed**

I represent that I am the parent or legal guardian of the Participant and that I have the legal authority to execute this Waiver. I have read and understand the provisions of this Waiver and consent to all provisions in this Waiver.

\_\_\_\_\_  
**Parent/Guardian Name (print name)\*\***

\_\_\_\_\_  
**Parent/Guardian Signature\*\***

\_\_\_\_\_  
**Date Signed**

*\*\*A parent or legal guardian must sign this Waiver if the Participant is under 18 years of age.*

\_\_\_\_\_  
**Witness Name (print name)\***

\_\_\_\_\_  
**Witness Signature\***

\_\_\_\_\_  
**Date Signed**

*\*A witness must not be an employee of MFA and must be a minimum of 18 years of age.*