

FACES of Pain Care Guest Waiver



GUEST: _____
ADDRESS: _____
PHONE: _____
EMAIL: _____

The above named Guest does hereby consent to the recording and broadcast or other distribution of reproduction(s) of the Guest's voice as part of FACES of Pain Care (herein referred to as the "Program"). Guest does hereby acknowledge that the Wong-Baker FACES Foundation ("Producer") is the sole owner of all rights in and to the Program, and the recording thereof, for all purposes; and has the right, among other things, to distribute the Program one or more times by any medium or mode of transmission whatsoever. Any materials relating to the production and distribution of the Program become property of the Producer.

Guest further acknowledges and agrees:

(a) Guest will receive no compensation for participation in the Program.

(b) Guest unconditionally consents to allowing Producer to use, publicize, and exploit Guest's name, likeness, and other personal characteristics in advertising and other promotional material related to the Program.

(c) Guest hereby releases and discharges Producer together with all of Producer's principals, shareholders, officers, employees, agents, successors, heirs, assigns and affiliates from any and all liability (including, but not limited to, claims for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, and physical or emotional injury or distress) ("Claims") arising out of or in connection with the making, producing, reproducing, processing, exhibiting, distributing, publishing, transmitting by any means or otherwise using the above-mentioned production. Guest covenants not to make or bring any such Claim against Producer, and forever releases and discharges Producer from liability under such Claims.

(d) All rights in and to Guest's performance described herein shall remain the sole property of the Producer and the rights granted herein are for radio broadcast only. This release does not include any rights to mechanical reproduction of the Program in regards to phonorecords, compact discs or any other form of reproduction that may now exist or may come into being.

(e) Guest acknowledges that it has read and understood the terms of this waiver and release and that Guest is giving up its right to sue Producer.

AGREED AND ACCEPTED

By: _____

Signature: _____

Date: _____