JAPANESE CULTURAL CENTER OF HAWAI'I

Honoring our heritage. Embracing our diversity. Sharing our future.

WAIVER OF LIABILITY: COVENANT NOT TO SUE

I hereby certify that I am physically and mentally fit to participate in the *Honouliuli Tours Program* on 03/22/13, and to engage in physical activity including, but not limited to, the walking tour of the internment campsite.

In consideration of participating in such activity and acknowledging the risks of harm that may be involved, I hereby agree to the following in the event that death, personal injury, property damage or loss occurs to me incident to participation in such activity:

a. Not to institute any claim or bring any suit against the Japanese Cultural Center of Hawai'i and Monsanto Hawai'i and its directors, officers, employees or agents.
b. To save and hold harmless the Japanese Cultural Center of Hawai'i and Monsanto Hawai'i and its directors, officers, employees or agents.
c. To reimburse the Japanese Cultural Center of Hawai'i and Monsanto Hawai'i and its directors, officers, employees or agents due to any award based on a suit or claim presented against it.
d. To defend the Japanese Cultural Center of Hawai'i and Monsanto Hawai'i and its directors, officers, employees or agents as a result of a suit or claim presented against it because of said death, personal injury, property damage or property loss.

I hereby release and discharge the Japanese Cultural Center of Hawai'i and Monsanto Hawai'i and its directors, officers, employees or agents from any and all claims and suits based on said death, personal injury, property damage or loss to me.

The provisions of this document are binding not only on me but also my agents, heirs, assignees or any other person or entities claiming on my behalf.

PHOTO RELEASE

I hereby irrevocably authorize the Japanese Cultural Center of Hawai'i (JCCH) to use photographs and/or video images of me and/or my property and authorize assignees, licensees, legal representatives and transferees to use and publish (with or without my name, company name, or with a fictitious name), photographs, pictures, portraits, video or images herein described in any and all forms of media and in all manners including composite images or distorted representations, and the purposes of publicity, illustration, commercial art, advertising, publishing (including publishing in electronic form on CDs or Internet Web sites), for any product or services, or other lawful uses as may be determined by the Japanese Cultural Center of Hawai'i (JCCH).

I permit the Japanese Cultural Center of Hawai'i, and their licenses or assignees, to use the videos referred to and/or drawings there from and any other reproductions thereof, either complete or in part, or in conjunction with and wording and/or drawings, solely and exclusively for: Editorial, Exhibition, Experimental, Public Relations, Press Advertising, Press Articles, Display Materials, Packaging, Web Advertising, Web display, and Art Gallery Display photography in all forms of medium.

Territorial Limits: Worldwide. Specific Exclusions: None

I understand that I do not own the copyright of the photograph(s) or video(s) on this document and that the Japanese Cultural Center of Hawai'i owns all copyrights of the photograph(s) and video(s), including but not limited to, the artistic conceptualization of the photography shots as well. I understand that such copyright material shall be deemed to represent an imaginary person.

I hereby release, discharge and agree to save harmless the Japanese Cultural Center of Hawai'i, its heirs, legal representatives or assignees, and all person functioning under its permission or authority, or those for whom it is functioning, from any liability by virtue of any blurring, distortion, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture, video or subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. I further waive any and all rights to review or approve any uses of the images, any written copy or finished product. I have read and fully understand the terms of this release. I understand that the selection of the photo(s) or video(s) is at the sole discretion of the producer referred to on this document.

I have agreed to trade my time and talent for the producer's time and talent.
All images from photo/video sessions performed on: 03/22/13
Shoot description/reference: Honouliuli Tour Project

I agree to the above-**mentioned "Waiver of Liability" and "Photo Release" agreements:**

Name in Full (print): _____

Address: _____

City : _____ State: _____ Zip Code: _____

Contact Phone: _____ Contact e-mail: _____

Date: _____ Signature: _____

If person is under 18 years of age, parent's signature is required:

Name of Parent (print): _____

Date: _____ Signature: _____

Witness: _____ Contact Phone: _____

Emergency Contact Information

In case of an emergency, please contact:

_____ _____ _____
(Name) (Phone Number) (Relationship)