

**CALIFORNIA ACADEMY OF SCIENCES
ACKNOWLEDGMENT, AGREEMENT AND RELEASE
(ADULT)**

1. The undersigned ("Participant") hereby acknowledges as follows: (i) Participant is a participant in the activity or program conducted by or at, or maintains the relationship with, the California Academy of Sciences ("Academy"), a California nonprofit corporation, specified below (collectively, the "Activity"); and (ii) during Participant's participation in the Activity, the Academy or other may take photographs and make video or audio tapes of Participant and/or any materials ("Materials") presented by Participant during the Activity (collectively, "Recordings").

2. **As a condition to and in consideration of the Academy allowing Participant to participate in the Activity, Participant**, for Participant, and Participant's heirs, successors and assigns, hereby releases and waives any interest Participant may have in and with respect to the Recordings and agrees that the Recordings are the sole and exclusive property of the Academy and that Releasees may, without payment to Participant of any consideration whatsoever, take, make, reproduce, display, transcribe, telecast, and otherwise use the Recordings for any purpose whatsoever, including but not limited to use in advertising and in the Academy's annual reports and on posters and/or any other materials, and may commercially exploit the Recordings in any way, world-wide, including but not limited to for and/or in radio, web casts, print and/or television activities and any other media; and to authorize other parties selected and approved by Academy to exercise the permission as granted above, and hereby and forever releases and discharges the Academy and its members, trustees, directors, officers, employees, contractors, agents, affiliates, and successors, licensees, and assigns (collectively "Releasees"), from, and covenants not to sue or commence arbitration proceedings against any of the Releasees with respect to, any and all claims, actions, causes of action and demands of every kind and nature in law, equity, or otherwise, including but not limited to claims for libel, invasion of privacy, violation of my rights of publicity, and/or copyright infringement, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, for damages, losses, liabilities, costs and expenses, actual or consequential, past, present and future, arising out of or in any way related to the Recordings and Releasees use thereof. Participant additionally grants Releasees, and agrees to grant to Releasees at the time of the making of the Recordings, a nonexclusive, irrevocable, worldwide, fully paid-up and royalty free right to use the Materials solely in connection with the use of the Recordings.

3. **Participant hereby represents and warrants** that (i) no promise or inducement has been offered in connection herewith; (ii) this Acknowledgment, Agreement and Release is executed without reliance upon any statement or representation by any of the Releasees, or their respective representatives, and (iii) Participant is of legal age and legally competent to execute this Acknowledgment, Agreement and Release.

4. **Participant hereby expressly waives** the provisions of Section 1542 of the Civil Code of the State of California which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

5. In the event of any matter involving this Acknowledgment, Agreement and Release, the person(s) not prevailing shall pay the attorneys' fees and costs of the person(s) prevailing in any such matter.

Name of Participant:

Activity:

[Type or print name]

[Describe Activity, including date of same]

Dated: _____, 2013

[Signature of Participant]