

REI MODEL LIABILITY AND PHOTOGRAPHY RELEASE

This Document Affects Your Legal Rights, Read It Carefully

I. LIABILITY RELEASE

I, _____, having agreed to act as a model while participating in the following activity described as, _____ (referred to as the "Activity") and knowing that there are certain risks and dangers related to this Activity, hereby agree that:

- (1) I am aware of all the risks and dangers associated with participation in and any transportation to and from this Activity.
- (2) I agree that REI, any other sponsors/providers, and their employees, agents, and contractors, shall not be legally responsible for any loss, injury or damage resulting from any cause, including negligence of any party.
- (3) I understand and agree that any equipment I am using while modeling I use at my own risk. I understand and agree that REI and any manufacturers shall not be liable for any loss, damage or injury resulting from the use of said equipment and that REI and any manufacturers make no warranties regarding use or suitability of the equipment.
- (4) I agree to assume all risks in connection with this Activity including, but not limited to, risks associated with the location and any actions I may take while modeling. To the fullest extent allowed by law I agree to RELEASE, HOLD HARMLESS and INDEMNIFY REI, any other manufacturers and their employees, agents or contractors from any liability for death, loss, injury or other damage which may occur during or as a result of this Activity or during transportation to and from this Activity, whether foreseen or unforeseen, however caused and whether or not caused by negligence.
- (5) If I am an employee of REI, I understand that my activities as a model are within the scope of my employment at REI.

II. PHOTOGRAPHY RELEASE

- (1) In consideration of my engagement as a model, and for other valuable consideration herein acknowledged as received, I hereby grant Recreational Equipment, Inc. (REI), its agents, representatives, and assigns, the absolute right and permission to copyright and use, re-use, publish, and republish at any time photographic portraits or pictures of me or in which I may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with my own or fictitious name, or reproductions thereof in color or otherwise made through any media at their studios or elsewhere for art, advertising, trade, or any other purpose whatsoever.
- (2) I also consent to the use of any printed matter in conjunction therewith.
- (3) I hereby waive any right that I may have to inspect or approve the finished product, the advertising copy, or any printed matter that may be used in connection therewith or the use to which it may be applied.
- (4) To the fullest extent allowed by law I agree to RELEASE, HOLD HARMLESS AND INDEMNIFY REI, its agents, representatives and assigns, and all persons acting under its permission or authority, from any liability by virtue of any publication or use as previously described, even though it may subject me to ridicule, scandal, reproach, scorn and indignity.

I am over the age of eighteen years of age/or my parent or legal guardian has also read and signed this Release below my signature. I have read the above authorization, release and agreement prior to its execution, am familiar with the contents thereof, and have every right to contract in my own name in this matter.

THE TERMS OF THIS AGREEMENT SHALL ACT A RELEASE AND ASSUMPTION OF RISK FOR MY HEIRS, EXECUTORS, ADMINISTRATORS, AND ALL MEMBER OF MY FAMILY, INCLUDING ANY MINORS ACCOMPANY ME. I UNDERSTAND THIS IS A BINDING CONTRACT THAT SUPERSEDES ANY OTHER AGREEMENTS OR REPRESENTATIONS AND IS INTENDED TO PROVIDE A COMPREHENSIVE RELEASE OF LIABILITY BUT IS NOT INTENDED TO ASSERT ANY DEFENSES WHICH ARE PROHIBITED BY LAW. THE SPECIFIC RIGHTS OF THE PARTIES MAY VARY FROM STATE TO STATE. IF ANY PART OF THIS RELEASE IS DEEMED UNENFORCEABLE, ALL OTHER PARTS SHALL BE GIVEN FULL FORCE AND EFFECT.

I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELASE AGREEMENT OF MY OWN FREE WILL.

Date

(Print your name)

ADDRESS:

Signature of Model
(Must also be signed by parent or legal guardian if model is a minor)

Parent or Legal Guardian
If I am signing on behalf of a minor, in addition to the above, I also agree to RELEASE, HOLD HARMLESS and INDEMNIFY REI, any other sponsors/providers, and their employees, agents and contractors for any claims of the minor. I agree to be responsible for any medical expenses incurred by the minor.
