

RELEASE

I, _____, am the parent/legal guardian of _____ (“Child”) who is a student at Evergreen (“High School”), and on behalf of Child, I hereby agree to the following:

1. I grant my permission for Child to participate in the Vans Custom Culture Contest (“Contest”) sponsored by Vans, a division of VF Outdoor, Inc. (“Vans”), which will be offered through High School, with the understanding that (a) I will not receive any compensation or consideration for granting such permission and (b) I may be required to execute additional documents upon Vans’ request without compensation or consideration of any kind. I have been furnished with a copy of the Contest Official Rules and have read, fully understand and agree to the Contest Official Rules. I further understand and agree that I am offering this Release and granting the rights enumerated herein to the extent that the authorized representative of High School (authorized representative being defined in the Contest Official Rules) is legally unable to do so relative to my Child’s involvement in High School’s participation in the Contest. _____ (initial here)

2. I understand and agree that, as part of High School’s participation in the Contest, my Child will be involved in the design, development, creation and production of the High School’s Contest Submission (“Submission”) which may include essays, photographs and/or other audio-visual content. **I further understand and agree that if this Release is not completed, executed and returned by me to the authorized representative of High School in a timely manner, my Child will not be permitted to be involved in High School’s Submission.** _____ (initial here)

3. I acknowledge that the High School’s Submission will be deemed a “Work Made For Hire” under the copyright laws of the United States, the Submission being specially prepared by High School (including by my Child him/herself) for Vans. If the Submission is deemed not to constitute a “Work Made For Hire,” I agree, in exchange for good and valuable consideration in the amount of \$1 to be furnished by Vans to the authorized representative of High School, to transfer and assign any and all rights, title, and interest in and to the Submission that my Child has or may have to Vans, including but not limited to the copyright and renewal rights in the Submission, worldwide. I hereby waive in favor of Vans, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that my Child may now or later have to the Submission. I further agree that should Vans elect to use the Submission (although Vans is under no obligation to do so), Vans may determine in its sole discretion whether and to whom to attribute the Submission as well as the content, placement and frequency of publication of

such attribution. _____ (initial here)

4. Where legal, I hereby agree to the use of my Child's name, photograph, likeness, voice and/or any other indicia of his/her identity by Vans and its authorized agents for advertising/publicity/promotional/trade purposes, at any time or times, in all media now known or hereafter discovered, world wide and on the World Wide Web and Internet, without notification, review or approval or compensation. _____ (initial here)
5. I understand and acknowledge and hereby, for my Child, his/her heirs, executors and administrators and anyone who may take by or through my Child (including myself) release and agree to indemnify, hold harmless and defend Vans, a division of VF Outdoor, Inc., its parent company, affiliates, subsidiaries, as well as the directors, officers, agents, employees, shareholders, representatives, successors and assigns of any of the preceding entities, from any and all liability, claims or actions of any kind for injuries, damages or losses of any kind to person(s) or property, including, but not limited to, liability for death, personal injury or property damage which may be sustained in connection with my Child's involvement in High School's participation in the Contest. The preceding Release includes but is not limited to any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the publication of any likeness or photograph of my Child in conjunction with High School's participation in the Contest, including without limitation any claims for libel, defamation or violation of rights of privacy or publicity, as well as any liability relative to the Submission being a "Work Made For Hire" (or, failing that, the transfer/assignment to Vans of rights in and to the Submission) or Vans' use (or non-use) of the Submission. ____ (initial here)
6. I also acknowledge that Vans and its agencies have not arranged for nor carry any insurance of any kind for my Child's benefit or that of his/her heirs, executors and administrators or anyone who may take by or through my Child (including myself) relative to my Child's involvement in High School's participation in the Contest; and that I am solely responsible for obtaining and paying for any life, accident, property or other insurance relative to my Child's involvement in High School's participation in the Contest. _____(initial here)
7. I understand and agree that nothing herein makes my Child an employee of Vans. _____ (initial here).
8. I affirm that I have full right, power and authority to sign this Release on behalf of my Child and doing so will not violate any pre-existing agreement with any third party or any order of any court, tribunal or governmental unit. ____ (initial here).
9. **I acknowledge that an electronic signature on this Release shall have the same**

legally binding effect as if the Release were executed by hand.

10. I further understand and agree that all rights under Section 1542 of the Civil Code of California and any similar law of any state of the United States are hereby expressly waived. Section 1542 reads as follows:

1. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. 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. _____(initial here)

11. I understand and agree that this Release (along with the Contest Official Rules) represents the entire agreement between myself and Vans regarding the referenced subject matter. _____ (initial here)

I have read, fully understand and agree to the foregoing Release and am executing same on behalf of my Child of my own free will. All of the information provided by me herein is true and correct.

Signature

Date

WITNESSED BY:

Witness must be 21 or over and unrelated to Child and Parent/Legal Guardian