

SISTERS FOLK FESTIVAL INC. LIABILITY RELEASE AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in Sisters Folk Festival, Inc's Creativity Camps, I hereby agree to release from liability and to indemnify and hold harmless Sisters Folk Festival, Inc., an Oregon Non-Profit corporation, and all directors, sponsors, organizers, owners, agents, landowners, affiliated companies, and employees thereof from any and all claims that I may now have or which I may hereafter have for property damage, injury, or death which may occur or for which I may be liable to others, arising out of or in any way connected with my child's participation in Sisters Folk Festival events or any related activities. I understand that this release and indemnity agreement shall apply to all claims based upon negligence and any other theory of recovery, except claims based upon willful or intentional misconduct. The undersigned nevertheless enters into this agreement freely and voluntarily and agrees that it is binding on the undersigned and the undersigned's heirs and legal representatives.

I also agree that any and all disputes between myself and Sisters Folk Festival, Inc., arising from my or my family member's participation in Sisters Folk Festival events or any related activities, or any use of Sisters Folk Festival's premises, facilities or services will be governed by the laws of the State of Oregon and the exclusive jurisdiction thereof shall be in the state courts of the State of Oregon, and the venue for these disputes shall be in Deschutes County, Oregon.

IMAGE RELEASE AGREEMENT

Sisters Folk Festival Inc. (SFF) may publish or post materials for private, public and commercial use photographs or recordings of SFF directors, employees, volunteers and other individuals who participate in SFF events (collectively, "Participant"). In consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Consent to SFF Use of Participant Property. Participant's guardian grants to SFF:
 - a. The right to record, photograph or otherwise capture Participant's image, picture, likeness, biographical information, voice and all sound effects produced (collectively, the "recording") by any technology or means.
 - b. An unlimited, worldwide, perpetual, royalty-free license and right to publish, post, distribute, use, edit, adapt, modify, and publicly display the recording in commerce, in all media, solely for purposes to promote SFF and its products and services now known or developed in the future, without limitation and without consideration to Participant. SFF is not required to provide any notice or attribution to Participant of any of the above uses except as provided in the consent provision of section 1(d) below.
 - c. All other rights in the recording, including but not limited to intellectual property rights and title.
 - d. The rights to assign, transfer or license the above rights to third parties. However, SFF will not sell the recording to any third party without Participant's consent.
 - e. SFF shall not use, display or publish the recording in any distasteful or offensive manner or use the recording to portray participant in a false or misrepresentative manner.

2. Release. Participant's guardian hereby releases and fully discharges SFF from any claims, demands, liabilities, suits and causes of action, known or unknown, which are related to, directly or indirectly arise out of, or are in any way connected SFF's proper and authorized use of Participant's property as described above.