

Assumption of Risk

June 2019 – May 2020

In consideration of my child's participation in Sunset Zoo education programming, I _____ (parent/guardian name) agree to release, discharge, indemnify, defend, hold harmless and covenant not to sue, on behalf of myself and my minor child, _____ (child's name), and our heirs, legal representatives, assigns, executors and administrators, the Sunset Zoo and/or the City of Manhattan, Kansas (collectively, "City"), including the City's officers, agents, and employees, from and against any and all liabilities, claims, penalties, losses or expenses (including attorneys' fees), of any kind or nature whatsoever, related to bodily injury, property damage or other form of injury or loss to myself or my minor child, caused by any act or omission of the City or its officers, agents or employees, or another participant in a Sunset Zoo education program, or otherwise related to my child's participation in a Sunset Zoo education program.

I understand and agree that animals are kept on Sunset Zoo grounds and may visit Sunset Zoo education programs. I acknowledge and accept the risks, for myself and my minor child, and our heirs, legal representatives, assigns, executors and administrators, that are created by the presence of these animals, as well as the risk created by all other activities of a Sunset Zoo education program.

I have carefully read this form, and I understand that it is a full release of all liability, and assumption of risk, and I sign it willingly in order for my minor child to participate in a Sunset Zoo education program.

Parent/Legal Guardian Signature

Date



Photo Release

I, _____ (parent/legal guardian name), on behalf of my child, _____ (child's name), who is under 18 years of age, grant Sunset Zoo and the City of Manhattan, Kansas, (collectively "the City"), permission to allow City officers, agents and employees to photograph, videotape, film and record my child while he or she is participating in education programs at Sunset Zoo.

I agree that the City may, now and in perpetuity, use such photographs, videos, films and recordings for City purposes, including but not limited to promotion, education, publicity, website and social media, development, fundraising, publication and presentation, in all media formats.

I agree that all such photographs, videos, films and recordings, when made by the City, are the City's property, and the City solely owns the copyrights and property interests therein. I waive any right to inspect or approve the photographs, videos, films and recordings. I acknowledge that the sole compensation received by me and my child for the City's ownership and use of all such photographs, videos, films and recordings and the execution of this Photo Release is the ability of my child to participate in education programs at Sunset Zoo. My permission for the City to use all such photographs, videos, films and recordings is royalty-free, and while it may be revoked at any time upon the City's receipt of written notice of revocation from my child or my child's parent or legal guardian, this revocation shall only affect the future use of such photographs, videos, films and recordings by the City in the creation of documents, brochures, publications, advertisements, exhibits, videos and other promotional activities. I agree that the use of such photographs, videos, films and recordings in all documents, brochures, publications, advertisements, exhibits, videos and other promotional activities that were created or were otherwise in existence on or before the date of revocation is not affected thereby and the City may continue to use, reproduce, repackage, amend, distribute and publish the same.

I release, discharge, hold harmless and covenant not to sue the City, including its officers, agents, or employees, from any and all liabilities, claims, injuries, damages or demands arising out of, or in connection with, the City's use of my child's image, likeness, voice and appearance as described herein.

I agree that the terms of this permission and release form are binding on my minor child and me, and the heirs, legal representatives, assigns, executors and administrators of my minor child and me.

Parent/Legal Guardian Signature

Date



Artwork Release

I, _____ (parent/legal guardian name), on behalf of my child, _____ (child's name), who is under 18 years of age, grant Sunset Zoo and the City of Manhattan, Kansas, (collectively "the City"), permission to allow City officers, agents and employees to use any and all pictures, writings, drawings, sculptures, digital graphic images and any other item or method of expression created by my child while he or she is participating in education programs at Sunset Zoo (hereinafter referred to as "Artwork").

I agree that the City may, now and in perpetuity, use and/or exhibit such Artwork for City purposes, including but not limited to promotion, education, publicity, website and social media, development, fundraising, publication and presentation, in all media formats.

I acknowledge that the City is not responsible for the content of the Artwork and is not liable for the infringement of any intellectual property rights, including protected copyrights, which may be committed by the Artwork. While the City may choose to retain the Artwork following the conclusion of the educational activities on any given day, I grant the City permission to dispose of and/or destroy the Artwork produced during any education programs at Sunset Zoo at the conclusion of the day during which said Artwork is produced. I understand and acknowledge that neither I nor my child has any expectation of privacy concerning any Artwork and I know that other individuals who may or may not be associated with the City will have access to the Artwork from time to time. I understand that some Artwork is created with, and contained on computers owned by the City, and while the City is under no obligation to make the Artwork available to be taken home by my child or retained or accessed electronically, the City may, at its sole discretion from time to time, make the Artwork available for my child to take home or retain or access electronically.

I agree that the terms of this permission and release form are binding on my minor child and me, and the heirs, legal representatives, assigns, executors and administrators of my minor child and me.

Parent/Legal Guardian Signature

Date

