

BHSU DAKOTA DREAMS SUMMER CAMP
MEDIA, PHOTO & VIDEO RELEASE, WAIVER, INDEMNITY & HOLD HARMLESS FORM

By my signature below, on behalf of myself as Participant (Staff or Student), or my child as Participant (if applicable), and the Participant's heirs, next of kin, successors in interest, assigns, personal representatives, and agents, and as consideration for Participant's ability to engage in the following Activity entitled, __BHSU Dakota Dreams Summer Camp, hosted by __Black Hills State University__, and held at __BHSU, WDT, SD Mines, and the Black Hills Region (Employer Site Visits)__, on the property of Black Hills State University, I do hereby:

1. Authorize the State of South Dakota, South Dakota Board of Regents, BHSU, and their legal representatives, or successors and assigns ("Releasees") the absolute right and the unrestricted, perpetual, and worldwide license to photograph and record audio and/or visual impressions of Participant's name, likeness, image, voice, appearance, performance and/or creative media associated with the Activity ("Images"); to use Participant's name and identity in connection with those impressions; and to copyright, publish and/or use, edit, mix or duplicate such photographs or recordings in whole or part, or composite form made for art, advertising, trade or any lawful purpose, and in any medium or format existing now or in the future ("Uses").
2. Waive any and all intellectual or proprietary rights that Participant may have associated with the Images or Uses; any right to inspect and approve the finished product, application, or the advertising of the Images or Uses; any right or expectation that the Images or Uses be completed or published; and any right or claim to payment or compensation for such Images or Uses.
3. **Release, discharge, indemnify and agree to hold harmless Releasees, and their officers, employees, and agents, from liability to Participant by virtue of any Images or Uses whatsoever, whether intentional or otherwise, that may occur or in any way result from the capture of said Images, or any processing tending toward the completion of said Uses.**

By my signature below, I acknowledge having read this Media, Photo & Video Release Waiver, Indemnity & Hold Harmless Form agreement in full and that I fully understand its terms and understand that I have given up substantial rights by signing it, but affirm that I have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me. I further intend my signature below to be a complete and unconditional release of all liability.

Staff / Student's Signature _____ Date _____
(circle one)

Printed Name _____

Parents and/or Guardians (Required if Participant is Under 18 Years of Age):

I have read this Media, Photo, and Video Release Form, waiver, and hold harmless agreement. I fully understand its terms and understand that I and my minor child have given up substantial rights by signing it and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability and of substantial rights. Additionally, I, the undersigned parent and/or legal guardian, hereby assert that I have full authority to bind.

Parent/Guardian

Signature: _____ Date: _____

Printed Name: _____