



Participant Authorization and Release



I hereby fully and forever release and discharge Up with People, their affiliates, representatives, officers, directors, staff, consultants, contractors, employees, agents, heirs, successors, assigns and legal representatives, from any and all claims of any kind or nature, arising in any manner whatsoever (including, but not limited to, those arising from negligent behavior) from participation in, affiliation with, and any other involvement with or relation to the Up with People Program, other than any contract right I may have to a refund of tuition I have paid as specified in the Payment Contract I have signed.

In consideration of my participation in the Program, I also hereby authorize and consent to Up with People's use of photographs, video presentations, films, tapes, interviews and other promotional materials depicting or otherwise involving myself for any and all purposes. I hereby assign to Up with People all rights associated with such materials, including, but not limited to, all rights of publicity.

I agree that I will have no right to control, inspect, or approve Up with People's use of my image, voice, and/or likeness. I expressly release Up with People and its agents, employees, licensees and assignees, from any and all claims which I have or may have for infringement or invasion of any of my rights of privacy, publicity, defamation, or any other claim arising out of the production, distribution, broadcast, or exhibition of the Program or the use of my image in connection with the Program, all as provided for herein.

I also transfer and assign to Up with People, forever, all rights that may arise out of my participation in the Program concerning the use of my image, including, without limitation, all trademark rights, copyrights, other intellectual or industrial property rights and all other rights of any nature and kind therein, the right to grant these rights or any part of them to others, and the rights generally known in the literary, artistic, and musical fields as the "moral rights of authors" (collectively defined as "Rights"). These Rights, however, do not cover things I may create on my own time, including, for example, songs, poems, photographs, art work, short stories, etc.

All Rights granted or agreed to be granted to Up with People in this release shall become the property of Up with People immediately upon creation. If any Rights granted to Up with People in this release cannot be transferred because of the copyright laws of any country in which the Rights are used, I agree that I consent to such use and will not enforce such rights against Up with People so that the purposes of this release may be fully achieved. Up with People may freely assign this release. This release shall be governed by the laws of the State of Colorado, without reference to or application of its conflict of laws, and except as to trademark and copyright issues where the applicable U.S. Federal law shall apply.

My signature below indicates acknowledgement that I am sufficiently fluent in the English language and that I have read, understood and agree to the contents of this release.

Participant's printed name _____

Participant's signature _____ Today's Date _____

Parent/Guardian Signature (if under 18) _____ Today's Date _____

I understand that by signing this agreement, I am signing a legal document. I acknowledge that I am the person whose name is listed above.