VOLUNTARY PRIVACY WAIVER AND MEDIA RELEASE FORM

THIS IS NOT PART OF THE PARTICIPATION AGREEMENT; YOU MAY PARTICIPATE WITHOUT CONSENTING.

I hereby grant Diveheart and its affiliates permission to take photographs, including videotape footage and/or photographs, of me, and/or to use photographs or video footage in which I appear, for purposes of Diveheart promotional materials and activities, including, but not limited to applying for funds to support Diveheart's purpose and activities.

I grant Diveheart, its officers, employees, legal representatives and assigns, permission to use, re-use, publish and republish such photographs, videotape or digital images in connection therewith, in whole or in part, severally or in conjunction with other photographs or writings, in any medium and for any purpose whatsoever, including, without limitation, training, illustration, press releases, media, promotion, advertising and trade materials. These materials might include printed or electronic publications, audio/video materials, websites or other electronic communications.

I grant Diveheart all rights, title and interest to the finished pictures, negatives, reproductions and copies of the original prints and negatives, as well as any video footage or copies thereof, including the right to give, sell, transfer and exhibit the negatives, original prints, video footage, or copies thereof. I agree that I am not entitled to any compensation for any such use of my name, likeness, photographs or video footage. I hereby waive any right to inspect or approve the finished video footage, photographs or printed or electronic material and any printed matter to be used in connection therewith.

I hereby release and discharge Diveheart, its officers, employees, legal representatives and assigns, now and forever from any and all claims and demands which I or my heirs or representatives ever had, now have or may have arising out of, or in connection with, the use of my name, writings, photographs, or video footage including, without limitation, to all claims for libel or alleged misrepresentation by virtue of alterations, visual or audio manipulation or faulty mechanical reproduction.

understand the terms and contents therefore.

Participant / Volunteer: ______ Date: _____

Signature

Participant's Guardians if Minor or Otherwise Incapacitated: Signature

______ Date: _____

Signature

Date: ______

I have read the preceding voluntary privacy waiver and media release, before signing below, and warrant that I fully