



YMCA Before and After School Care Program Photo and Video Consent, Assignment and Release Form

PURPOSES: For marketing, advertising, promotional and/or communication purposes, the YMCA may, from time to time, take photographs and/or video recordings of YMCA based activities or events that include real people, which photographs and video recordings will be placed in the YMCA National Photo Bank and which may be used by any YMCA in Canada (the “**Purposes**”). For purposes of this Form, “YMCA” refers to the local YMCAs and YMCA-YWCAs in Canada and to YMCA Canada, the national association of local YMCAs and YMCA-YWCAs across Canada.

By signing this Form, you are consenting to the taking of photographs and/or video recordings of you by the YMCA for the Purposes, you are assigning to the YMCA, and waiving any rights you have related to, any such photographs and/or video recordings, and you are consenting to the use of any such photographs and/or video recordings, in whole or in part, by the YMCA for the Purposes.

For valuable consideration received but without any promise of remuneration, **I hereby agree to allow photographs and/or video recordings to be taken of me**, whether posed or candid, while I am on YMCA property and/or participating in YMCA activities or events, **to be used by the YMCA in connection with the Purposes**, whether on the YMCA’s internet web site, in YMCA printed materials, or in any other medium (the “**Work Product**”). I confirm that the YMCA shall not be obligated to use the Work Product.

I understand that the Work Product is being created under the direction and control of the YMCA. **I hereby irrevocably assign to the YMCA any and all rights, including copyright, financial or moral, that I may have in the Work Product.** I agree that the YMCA has the sole worldwide ownership and rights in and to the Work Product, including copyright interests, and I acknowledge that I have no interest or ownership in the Work Product or its copyright. Photos and/or video recordings will not be sold to third parties and will not be used by third parties except in cases where a third party has been contracted by the YMCA to create the Work Product.

I agree that I will not bring or consent to others bringing a claim or action against the YMCA on the grounds that anything contained in the Work Product, or in the manner in which the Work Product is used, is defamatory, reflects adversely on me, or violates any other right whatsoever, including, rights of privacy and publicity. **I hereby release and forever discharge each of the YMCAs**, its officers, directors, employees, agents, partners and affiliates, and their respective heirs, executors, personal legal representatives, successors and assigns, as applicable, from all actions, claims, causes of action, suits, demands, liabilities and damages whatsoever, in law or equity, which I may have against any of them in connection with the Work Product.

I confirm that I am over the age of 18 and am competent to execute this Form and to participate in the development of the Work Product; or, to the extent that I am under the age of 18, have had my parent or guardian review this Form and consent to my participation in the creation of the Work Product on my behalf.

Any inconsistency between this Form as expressed in English and any other language shall, to the full extent permitted by applicable law, be resolved by reference to the English version. Les parties ont convenu de rediger cette entente en anglais.

By signing my name, I (or my legal guardian) acknowledge that I (or we) have carefully read and understand this Form.

Name of Child/children: _____

Name of Parent/legal guardian: _____

Address: _____

Telephone No: _____

Signature of Parent/legal guardian: _____

Signature of Witness: _____

Date: _____