Volunteer Release and Waiver

Release. The undersigned on behalf of him/herself ("Volunteer") or, as applicable, as parent and/or legal guardian of Volunteer ("Guardian") hereby releases, indemnifies, holds harmless and agrees to defend Foster a Dream and its directors, officers, employees, contractors, agents, affiliates, and successors and assigns (collectively "Releasees") from and against any claim which Volunteer, his/her legal guardian(s), or any other person, may have for any losses, damages, or injuries arising out of or in connection with Volunteer's participation in the Foster a Dream Holiday Wonderland. Foster a Dream shall also not be responsible to Volunteer, Guardian, and/or any other person for illness, injury or damage to or loss of property due to Volunteer's own acts or omissions.

Photos. During Volunteer's participation in the Program, Foster a Dream or others may take photographs that include Volunteer's image (the "Photos"). Volunteer and/or his/her legal guardian as applicable, on behalf of Volunteer and his/her respective heirs, successors and assigns, (i) hereby releases and waives any and all interest he/she may have in and with respect to the Photos, including but not limited to his/her right of privacy and/or right of publicity; (ii) grants Foster a Dream permission, but in no way requires Foster a Dream, to use Volunteer's name in connection with such Photos; (iii) agrees that the Photos are the sole and exclusive property of Foster a Dream and that Releasees may, without payment to the Volunteer or anyone else of any consideration whatsoever, take, make, edit, enhance, revise, and use the Photos for any purpose whatsoever, including use in advertising and in Foster a Dream's annual reports and on posters, and may commercially exploit the Photos in any way, anywhere in the world; and (iv) hereby and forever releases and discharges Releasees, from, and covenants not to sue or commence arbitration proceedings against any of the Releasees with respect to, any and all claims, actions, causes of action and demands of every kind and nature in law, equity, or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, for damages, losses, liabilities, costs and expenses, actual or consequential, past, present and future, arising out of or in any way related to the Photos and Releasees' use thereof.

California Release. Volunteer and/or his/her legal guardian as applicable hereby expressly waives the provisions of Section 1542 of the Civil Code of the State of California which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Signature _____ Date _____
Volunteer

Print Name _____

If Volunteer is less than 18 years old at the time of the signing of this Agreement:

Signature _____ Date _____
Volunteer's Parent or Guardian

Print Name _____