



## Photo and Video Consent, Assignment and Release Form

**PURPOSES:** From time to time, the YMCA-YWCA of Winnipeg ("the YMCA-YWCA") may take photographs and/or video recordings of YMCA-YWCA activities or events for communication, marketing, advertising and/or promotional purposes. These recordings may include images of real that include real and may be placed in the YMCA Canada National Photo Bank and used by YMCAs in Canada and elsewhere in the world, or by persons authorized by YMCAs ("**Authorized Third Parties**") for their own informational, promotional or advertising purposes. For purposes of this Form, "YMCA" refers to YMCAs and YMCA-YWCAs in Canada or elsewhere in the world (as part of the World Alliance of YMCAs) and to YMCA Canada, and the World Alliance of YMCAs.

**By signing this Form, you are consenting to the taking of photographs and/or video recordings by the YMCA-YWCA of you and/or your children who are younger than 18 years of age the YMCA for the purposes described in this form. In addition, you are assigning to the YMCA-YWCA, 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 and any Authorized Third Party for the purposes described in this form.**

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 and/or my children who are younger than 18 years of age**, whether posed or candid, while I or they are on YMCA-YWCA property and/or participating in YMCA-YWCA activities or events, **to be reproduced, published, displayed, broadcast, transmitted, licensed, sublicensed or otherwise used by the YMCA-YWCA or any Authorized Third Party for the purposes described in this form.**

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 other rights, and I hereby irrevocably waive in favour of YMCA and any Authorized Third Party any and all moral rights or rights of similar nature 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.

**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, any Authorized Third Party and their respective** 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 majority in my province or territory of residence 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 majority in my province or territory of residence, 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.

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

Date: \_\_\_\_\_

Print Name of Participant: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Parent or Guardian, if applicable

\_\_\_\_\_  
Signature of Parent or Guardian, if applicable