



RELEASE OF LIABILITY, ASSUMPTION OF RISK, AUDIO/VISUAL

In consideration for being permitted by the Fred M. Kemp Foundation (“**Foundation**”) to participate in or be present at one or more activities offered, hosted, or conducted by the Foundation, including, without limitation, hiking, biking, fishing, hunting, shooting, camping, horseback riding, ATV rides, archery or any other outdoor or indoor activities offered, hosted, or conducted by Foundation at Kemp Lake Game Preserve, also known as Kemp Farm or any other location (“**Activity**”), I, for myself and on behalf of my personal representatives, heirs and next of kin (collectively, “**Releasing Parties**”), do knowingly and voluntarily waive, release and forever discharge and agree to hold harmless the Foundation, its affiliates (including, but not limited to, Kemp Farm II, LLC), and their respective shareholders, partners, members, directors, trustees, officers, employees, agents, representatives and volunteers, whether past, present or future (collectively, “**Released Parties**”), from any and all responsibility or liability for injuries, damages, costs or losses resulting from or arising out of my participation in or presence at the Activity, whether caused by the negligent act or omission of a Released Party or otherwise.

I understand and acknowledge that my participation in or presence at an Activity is voluntary and is not required for eligibility to receive or to continue receiving any support, service or other benefit from the Foundation, and that such presence or participation involves inherent risks of physical injury or illness, damage to or loss of personal property, or death. I expressly and knowingly assume and accept any and all risks of physical injury or illness, damage to or loss of personal property, or death, resulting or arising from my presence or participation in the Activity, whether caused by the negligent act or omission of a Released Party or otherwise.

I agree that the Released Parties are not responsible for my safety or that of my property during my presence or participation in an Activity.

This Release of Liability and Assumption of Risk will be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to the principles of conflicts of law thereof. The state courts in and federal courts for Crawford County, Missouri will have exclusive jurisdiction to hear all matters relating to this Release of Liability and Assumption of Risk, and I consent to personal jurisdiction in and venue of those courts. If any term or provision of this Release of Liability and Assumption of Risk is, to any extent, invalid, illegal or unenforceable, the remainder of this Release of Liability and Assumption of Risk will not be affected thereby and will, notwithstanding, remain binding, valid and enforceable to the fullest extent permitted by law.

Foundation may wish to capture video or still photos of Activity and that my name, likeness, image, voice, appearance and/or performance may be recorded and made part of the recording in which I appear (“**Product**”). I grant Foundation and its designees the right to use the Product in any format, now known or later developed. I grant, without limitation, the right to edit, mix or duplicate and use or re-use Product in whole or in parts as Foundation may elect. Foundation or its designees have complete ownership of the Product, including copyright interests. I grant Foundation and its designees the right to broadcast, exhibit, market and otherwise distribute the Product, in whole or in parts, and alone or with other products, for any purpose Foundation or its designees determine. This grant includes the right to use Product for fundraising, promoting or publicizing. I have the right to enter into Agreement and am not restricted by commitments to third parties. Foundation has no financial commitment or obligations to me as a result of Agreement. In consideration of all the above, I hereby acknowledge receipt of reasonable and fair consideration from Foundation. I have read, understand and agree to all of the above and that the rights granted Foundation herein are perpetual and worldwide.

By signing this document, I acknowledge that I have read and fully understand this Release of Liability and Assumption of Risk and I understand that by signing this document I am irrevocably waiving certain legal rights that might otherwise be available to me and/or any of the other Releasing Parties, including, but not limited to, any claim of liability caused by negligence.

Name: _____ Date: _____
Signature: _____
Address: _____

Phone Number: _____
Email: _____

If the participant in or observer of an Activity is under 18 years of age, a parent/guardian must give consent:

I, _____, am a parent/guardian of _____, named above. I give my consent to the presence or participation by this minor child in the Activity.