

VERNON Event Waiver and Photo/Image Release Agreement

Name of Event: Vernon National Sales Meeting

General Description of Activities could include and are not limited to walking, sitting, biking, riding in a vehicle. In consideration for being permitted to participate in the above-referenced Event and Activities furnished by or for the Vernon Company (Vernon), the undersigned individual (referred to as "I", "me", etc.) acknowledge and agree as follows:

- 1. Good Health and Common Sense.** I affirm I am in good health and have no known physical limitations that would affect my participation in the Event or Activities. I understand I may refrain from participating in any of the Activities. I agree (i) to abide by all instructions and rules given for the Activities, (ii) to use common sense and (iii) to act reasonably at all times. If these commitments are not honored, as determined by Vernon, I acknowledge that Vernon reserves the right to revoke my permission to participate in the Activities.
- 2. Risks Assumed.** I understand that: (a) risks and dangers exist in participation of the Activities and that such Activities may be or are inherently dangerous; (b) participation in such Activities may result in injury or illness to me, including, bodily injury, fractures, partial and/or total paralysis, eye injury, blindness, impalement, heat stroke, heart attack, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by, but are not limited to: those caused by terrain, facilities, temperature, weather, equipment, vehicular traffic, lack of hydration, falls from or contact with equipment, bad decision-making, inattention of others, misuse or failure of equipment, and negligent acts or omissions of others, including Vernon or those acting on its behalf. AFTER OPPORTUNITY TO BE FULLY INFORMED ABOUT THE EVENT AND ACTIVITIES, I ASSUME THE FULL RISK of such injuries AND DANGERS, including INJURY, death, damages, or loss which I may sustain as a result of PARTICIPATION IN THE ACTIVITIES. I consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Activities.
- 3. RELEASE AND WAIVER.** TO THE FULLEST EXTENT PERMITTED BY LAW, I, ON BEHALF OF MYSELF AND MY PERSONAL REPRESENTATIVES, HEIRS, AND ASSIGNS, HEREBY WAIVE AND FULLY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS VERNON, ITS EMPLOYEES, AGENTS, OFFICIERS, DIRECTORS, VOLUNTEERS, SPONSORS, EVENT CONTRACTORS AND FACILITATORS, AND/OR ALL OTHER PERSONS OR ENTITIES ACTING FOR OR ON VERNON'S BEHALF, WHETHER OR NOT IDENTIFIED HEREIN BY NAME (COLLECTIVELY, THE "RELEASED PARTIES") FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER OR DESCRIPTION (COLLECTIVELY, "CLAIMS"), INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ME ARISING FROM OR RELATING TO THE EVENT OR ACTIVITIES, INCLUDING FROM ANY NEGLIGENT ACT OR OMISSION OF THE RELEASED PARTIES; PROVIDED, HOWEVER, THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE RELEASED PARTIES IF AND ONLY IF SUCH CLAIMS ARE, UNDER APPLICABLE LAW, EXEMPT FROM A RELEASE IN THIS MANNER.
- 4. Image Release.** I grant Vernon permission to use my likeness in a photograph and or video (digital or otherwise) in any manner or medium, including website entries, without payment or any other consideration in perpetuity. I understand and agree that these photos and videos will become the property of Vernon. I irrevocably authorize Vernon to edit, alter, copy, exhibit, publish or distribute such photos or videos for the purposes of publicizing Vernon's programs or for any other lawful purposes. I waive the right to inspect or approve the finished

product, including written or electronic copy, wherein my likeness appears. I waive any right to royalties or other compensation arising or related to the use of the Products. I AGREE TO HOLD VERNON HARMLESS FROM, AND I HEREBY RELEASE AND FOREVER DISCHARGE VERNON FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION THAT I, MY HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, OR ANY OTHER PERSONS ACTING ON MY BEHALF OR MY ESTATE HAVE OR MAY HAVE DUE TO THIS AUTHORIZATION.

I, for myself and my heirs, representatives and estate, irrevocably grant unlimited permission to Vernon, its successors and assigns, to use, reproduce, sell, disseminate and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of me or my participation in the Event or Activities for any legitimate purpose, in perpetuity, and I understand that I am not entitled to any compensation in connection therewith. I irrevocably grant permission to Vernon to film, videotape and record my participation in the Event or Activities and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner Vernon shall deem appropriate. Such permission shall include granting the unlimited and irrevocable rights to Vernon to use, reproduce or broadcast, my name, nickname, image, likeness, voice, or photograph in connection with the Event or Activities. I irrevocably authorize Vernon to edit, alter, copy, exhibit, publish or distribute such photos or videos for the purposes of publicizing Vernon's programs or for any other lawful purposes. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. I acknowledge that Vernon shall have unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of me and all or any portion of the Event in which I may appear, in any print materials and in any other format or media (including electronic media) now known or hereafter devised in perpetuity and without compensation to me. I RELEASE VERNON AND HOLD VERNON HARMLESS FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION THAT I, MY HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, OR ANY OTHER PERSONS ACTING ON MY BEHALF OR MY ESTATE HAVE OR MAY HAVE DUE TO THIS AUTHORIZATION.

5. **Law and Severability.** This Agreement shall be construed and interpreted in accordance with Iowa law, without regard to conflict of law principles. If any of the provisions of this Agreement shall be deemed by a court of competent jurisdiction invalid or unenforceable in any respect, then, to the fullest extent permitted by applicable law, all other provisions hereof shall remain in full force and effect.

Acceptance. By checking "YES" on the registration form, I fully understand and accept these terms, and I certify that I am at least 18 years of age.