



## LIABILITY AND PHOTO RELEASE AND COVENANT NOT TO SUE

This is a release and covenant not to sue (the "Release") made voluntarily by me (the undersigned releasor), on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, "I" or "me"), of Ecological Farming Association ("EcoFarm").

I understand that EcoFarm is hosting the 2021 EcoFarm Conference, a conference taking place online IN January 2021 using video and audio internet-based tools. I have voluntarily elected to participate in EcoFarm Conference and am, therefore, providing EcoFarm with this legally binding Release, made voluntarily by me. With informed consent, and for valuable consideration received, including the services of EcoFarm in organizing the EcoFarm Conference, I hereby agree as follows:

### (A) LIABILITY RELEASE:

1. I am over eighteen (18) years of age or a parent or legal guardian who is over eighteen (18) years of age is executing this Release on my behalf.
2. I recognize that my participation is purely voluntary, and I fully accept and assume any and all risks associated with my participation in this program.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless EcoFarm, their employees, agents, officers, volunteers, directors, members, funders, agents, administrators, contractors and representatives and their designees and assigns (collectively the "Releases") from any and all claims, demands, suits, judgments, damages, liabilities and causes of action, including without limitation costs and reasonable attorneys' fees, of every name and nature whatsoever, whenever occurring, whether knowN or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the Policy Series, including but not limited to harm to me and damage to my property.

### (B) PHOTO and VIDEO RELEASE:

1. For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby grant EcoFarm and anyone else designated by EcoFarm the nonexclusive rights and permissions to take, use (including without limitation to reproduce, distribute, display, and perform), edit and adapt video footage and photographs containing my image, voice, likeness, performance, biography, and/or name, for any purpose, in any and all media (including without limitation print, television, radio, and electronic media), whether now existing or hereinafter created, throughout the world, in perpetuity. I have not granted to anyone else rights inconsistent with the rights that I grant to EcoFarm in this Release. I understand that EcoFarm has no obligation to use my image, voice, likeness, performance, biography or name and hereby authorize EcoFarm to obtain and hold copyrights in any video footage and photographs featuring any foregoing. For the avoidance of doubt, I hereby waive any right to inspection, approval, payment, or any compensation whatsoever in relation to any of the foregoing.

2. I hereby release and discharge the Releasees from and against any and all demands, liabilities, claims, costs, and expenses that I or my assigns may have related to or arising from their use of the video footage and photographs, including without limitation those arising from alleged or actual copyright infringement, violations of rights of publicity or privacy, defamation, or libel.

(C) ADDITIONAL TERMS

1. I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, wrongful death, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself.

2. This Release constitutes the entire understanding between EcoFarm and myself with respect to the subjects discussed in this Release, and may not be amended except by a writing signed by both EcoFarm and myself.

*By completing my online registration, I represent that I have read this entire Release and fully understand and consent to the terms herein.*