**Crystal Growing Contest Participant Release Form**

**CONSENT, RELEASE, HOLD HARMLESS AND AUTHORIZATION TO REPRODUCE PHYSICAL LIKENESS**

“YSU” shall mean Youngstown State University and its officers, directors, employees, agents and assigns and “Participant” shall mean any individual, student, mentor, teacher or volunteer involved in the Crystal Growing event.

In consideration of the acceptance of my participation in the Crystal Growing Contest (the “Event"), I agree to the following: I hereby grant to the Crystal Growing Contest and YSU the right to photograph and/or videotape me during my participation in the Event. I further grant to the Crystal Growing Contest and YSU, forever and throughout the world, the right to use these photographs and videotapes of my likeness, voice and sounds during my participation, and to reuse or license the right to reuse such photographs and videotapes of my participation, and my name, likeness and biography, as the Crystal Growing Contest and YSU may desire, in all media and in all forms and for all purposes, including without limitation, advertising and other promotions for the Crystal Growing Contest and YSU, without further compensation to me or any limitation whatsoever. In granting this license, I understand that the Crystal Growing Contest and YSU are not under any obligation to exercise any of their rights, licenses and privileges herein granted. Each such photograph and videotape shall be a work for hire and the Crystal Growing Contest and YSU shall be deemed the owner of any copyright and/or trademark rights therein (and all applications, registrations and renewals resulting therefrom). If, however, the work is deemed not to be a work made for hire by a court of competent jurisdiction, then this Consent, Release, Hold Harmless and Authorization To Produce Physical Likeness (“Release”) shall constitute an irrevocable assignment of the worldwide copyright in the work the Crystal Growing Contest and YSU.

The undersigned being fully cognizant of the risks in participating in the Event, hereby assumes the risks of bodily injury (including, without limitation, death) and property damage, inherent in such participation. Except to the extent due to the gross negligence or willful misconduct of the Crystal Growing Contest and YSU, to the fullest extent permitted by applicable laws, I hereby waive any claims or causes of action which I may now or hereafter have against the Crystal Growing Contest arising out of my participation, and I will indemnify and hold harmless the Crystal Growing Contest and YSU against any and all claims resulting from such participation.

I hereby release the Crystal Growing Contest and YSU and their respective successors, affiliates, licensees and assigns from all claims, demands, liabilities, damages, costs and expenses (including, without limitation, attorneys' and other professional fees and expenses) that I may now or hereafter have against the Crystal Growing Contest arising in connection with my participation in the Event and the Crystal Growing Contest and YSU’s exercise of rights hereby granted, including, without limitation, claims for compensation, defamation, or invasion of privacy, or other infringements or violations of personal or property rights of any sort whatsoever.

In the event I should sustain injuries or illness while involved in the Crystal Growing Contest event, I hereby authorize the Crystal Growing Contest and YSU to administer, or cause to be administered, such first aid or other treatment and medications I may bring as may be necessary under the circumstances, to include treatment by a physician or hospital of the Crystal Growing Contest and YSU’s choice.

This Release shall be binding upon my heirs, personal representatives and assigns, and me and shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of laws principles. Venue for any legal action arising out of or in connection with this Release shall be in Mahoning County, Ohio, and jurisdiction shall be vested exclusively in the District Court in and for Mahoning County, Ohio, or, if appropriate, in the Federal District Court for the District of Ohio. This Release constitutes the entire agreement among the parties hereto with respect to the subject matter of this Release and supersedes any and all previous agreements among the parties, whether written or oral, with respect to such subject matter.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_ State: Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: (Home) \_\_\_\_\_\_\_\_\_\_\_\_\_ (Work ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_ Sex: \_\_\_\_\_\_\_\_

High School: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For those persons under the age of eighteen (18) years: I hereby consent and agree to the above as the Parent/Legal Guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (minor’s name), in which case "I", "me" and "my" as used herein shall refer to said minor.

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Parent/Legal Guardian Print Name