

Honolulu Chinese Jaycees presents
Annual Healthy Baby Contest
Contestant and Parent or Guardian Release & Waiver of Liability

In consideration of the opportunity for _____ (the "Child") to enter/participate in the Annual Healthy Baby Contest (the "Contest"), I, _____, the undersigned parent or legal guardian of the Child, hereby agree to the following waivers, releases, and granting of rights in favor of Honolulu Chinese Jaycees, the parties listed in the Exhibit A attached and incorporated herein, and their respective affiliates, sponsors, insurers, consultants, directors, officers, shareholders, members, employees, agents and those acting under their permission or authority (collectively, the "Released Parties").

- _____ 1. I hereby give and grant to the Released Parties, without reservation, the irrevocable, perpetual, worldwide, freely transferable, royalty-free, full, and unrestricted right and permission to take, use, reuse, distribute, publish and republish, solely in connection with the Contest, (i) photographic portraits and audiovisual works of (or including) the Child and/or myself, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in all media now known or hereafter invented, and in all channels of trade, together with the right to use the same alone, or incorporated in other materials or works (the "Contest Images"), and (ii) the Child's and my name, home address, and/or statements either with or without the Contest Images.
- _____ 2. I hereby assign any and all copyright rights and other rights the Child and I may have in and to the Contest Images to Honolulu Chinese Jaycees, and waive all of the Child's and my publicity and privacy rights, together with any rights to inspect or approve the finished reproductions, derivative works, recordings, testimonial or other matter, or other works, that may include, or be used in conjunction with, the Child's or my name or likenesses or other indicia of identity, or the eventual uses to which they may be applied.
- _____ 3. To the fullest extent permitted by law, I hereby release, discharge, and agree to hold harmless and defend the Released Parties from and against any and all claims, damages, losses, fines, civil penalties, liabilities judgments, costs and expenses of any kind or nature whatsoever (including but not limited to attorneys' fees) arising out of or in connection with the Contest, including, without limitation, those caused by or related to the negligence or intentional acts or omissions of the Released Parties.
- _____ 4. I recognize and acknowledge that all decisions by the Contest judges are subjective, final and binding, and hereby agree not to dispute the decisions.
- _____ 5. This agreement constitutes the entire agreement between Honolulu Chinese Jaycees and me, and I am not relying on any other representations, whether oral or written. This agreement shall be interpreted and enforced under the laws of the State of Hawaii, and I hereby irrevocably agree that any and all disputes and claims arising out of or relating to this agreement (which cannot be resolved informally) shall be settled and determined through private and confidential binding arbitration by Dispute Prevention & Resolution, Inc., under its applicable rules, before one neutral arbitrator in Honolulu, whose award shall be final and binding, and judgment thereon may be entered in any court having jurisdiction thereof.

I hereby certify and warrant that I am a legally competent adult and the parent or legal guardian of the minor child named above, and that I have every right and authority necessary to contract for the Child as contemplated by this agreement. This agreement shall further be binding upon the Child, myself, and our respective heirs, legal representatives and assigns.

Parent/Guardian Signature: _____ Date: _____

Print Parent/Guardian Name: _____

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EXHIBIT A

Additional Released Parties

By way of,

Honolulu Chinese Jaycees

Kahala Center Company, a California Limited Partnership (Owner-Mall)

MMI Realty Services, Inc. (Mgmt. Agent)

Kahala Mall Shopping Center Merchants' Association, a Hawaii Unincorporated Nonprofit Association

The Bernice Pauahi Bishop Estate (Kamehameha Schools)

Windward Mall Management

Jones Lang Lasalle Americas, Inc.