

SOUTHWEST HOUSTON ICERV
Liability Waiver & Photography Release

I, _____, a participant in the Southwest Houston Ismaili Community Engaging in Responsive Volunteering (the “ICERV”), on behalf of myself and my heirs, successors, assigns, and any other person or entity claiming through or under any of them, do hereby agree to RELEASE INDEMNIFY, and HOLD HARMLESS His Highness Prince Aga Khan Shia Imami Ismaili Council for the United States of America (the “Council”), its regional/local councils, boards, portfolios, members, staff, volunteers, and agents as well as the organizers, volunteers, sponsors, and officials associated with the ICERV, and all their heirs, executors, successors, representatives, and agents (collectively, the “Indemnities”) from all claims, demands, actions, causes of action, other liabilities, and/or damages, if any, of every nature whatsoever, known or unknown, which arise out of or are connected with (1) any damages to person or property as a result of my participation or any other person’s participation in the ICERV; (2) any injury or death, including that arising, in part or whole, from the sole or contributory negligence of the Council or the Indemnities, occurring during or related to the ICERV and/or any travel which participation in the ICERV may involve; and (3) any policies, procedures, acts, omissions, conduct, or negligence of the Council or the Indemnities. I voluntarily and knowingly assume any and all risks for my participation in the ICERV and for any injury, damage, or death which may result in connection with the ICERV.

Any controversy or claim arising out of or relating to the ICERV or this Liability Waiver and Release shall be settled by binding arbitration administered by the His Highness Prince Aga Khan Shia Imami Ismaili Conciliation and Arbitration Board for the United States of America, and its decision shall be final and binding on all parties.

In addition, ICERV will never include the full name of the child alongside an image. Before ICERV will use a photograph of a child under the age of 21 in our materials; the child’s parent or legal Guardian must consent to the photographer taking the child’s photograph, and also must consent to ICERV using the photograph(s) of the child on its website and in its publication(s).

I am the parent or legal guardian of the minor named below and I have the legal authority to execute this release. For valuable consideration received, we the undersigned parents give ICERV the irrevocable right to use photographs of the child named above in all forms, media and manners, without restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes by ICERV. I waive any right to inspect or approve the photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photographs. I understand that the name and contact information of the child will be withheld from public disclosure. We understand that this is to recognize and celebrate participation and achievements of our youths. We understand that it is ICERVs policy to NOT IDENTIFY the persons in these pictures.

I HAVE READ AND UNDERSTOOD THE ABOVE RELEASE OR IT HAS BEEN TRANSLATED AND EXPLAINED TO ME, AND I AM SIGNING THIS RELEASE OUT OF MY OWN FREE WILL.

Participant Full Name

Participant Signature

Parent/Guardian Name
(if under 21 years of age)

Parent/Guardian Signature

Date

Witness Signature