



PHOTO AND TESTIMONIAL RELEASE

I, _____, affirm and represent that, as of the date of this Photo and Testimonial Release ("Release"), I am at least 18 years of age, or that I am a parent or guardian of a person who is under the age of 18. Also, to the extent that I am making a statement on behalf of an entity, I affirm and represent that I have the authority to make such a statement. In consideration of submitting my comments to the San Diego Association of Governments ("SANDAG"), I agree to the following:

1. TO GRANT TO SANDAG, its partners and promotional agencies, and the officers, directors, employees, agents, and assigns of each, without additional compensation, the right to use my name, picture, likeness, written testimonial (may be edited for style), employer name, logo, and social media profile names if provided below, in all forms of media whether now known or developed in the future, and in all manners. Such uses include the advertisement, promotion, or publicity of SANDAG or its partners. Additionally, I understand and agree that all photos, video and audio tapes will become public record and may be provided to the public if requested under the California Public Records Act or Freedom of Information Act.

2. TO RELEASE, DISCHARGE, AND AGREE NOT TO SUE SANDAG, its respective officers, directors, shareholders, employees, agents, and representatives and all of their successors and assigns from any and all claims, demands, actions, suits, losses, expenses (including reasonable attorneys' fees and expenses), costs, and liabilities of any nature that may arise out of or in connection with (i) the grant of rights above, including any and all claims for libel or violation of any right of publicity or privacy, or (ii) any breach of an affirmation or obligation I have made in this Release.

3. TO DEFEND, HOLD HARMLESS, AND INDEMNIFY SANDAG, its respective officers, directors, shareholders, employees, agents, and representatives and all of their successors and assigns from and against any and all claims, demands, actions, suits, losses, expenses (including reasonable attorney's fees and expenses), costs, and liabilities of any nature that arise or result from my own action or inaction arising out of or in connection with (i) the grant of rights above, (ii) my participation in the Sweepstakes or use of any prize, or (iii) any breach of an affirmation or obligation I have made in this Release.

3. TO WAIVE THE PROTECTION OF ANY STATUTE OR LAW in any jurisdiction which provides that a general release may not extend to claims, material, or otherwise, which the person giving the release does not know of or suspect to exist at the time of signing the release.

I understand that this Release is intended to be as broad and inclusive as permitted by law, and I agree that if any portion of this Release becomes invalid, the remainder will continue in full force and effect. I also understand that this Release is to be interpreted under California law.

I HAVE READ THE ABOVE RELEASE BEFORE SIGNING BELOW, AND AFFIRM THAT I FULLY UNDERSTAND ITS CONTENTS AND THAT I AM MAKING THIS RELEASE FREELY AND VOLUNTARILY.

*Print Name

*Street Address

*City, State, and ZIP Code

Twitter Handle (Optional)

Facebook Page Name (Optional)

PLEASE SELECT ONE OF THE FOLLOWING OPTIONS, SIGN, AND DATE:

I represent that **I am 18** years of age, and have the right to enter into this agreement.

*Signature

*Date

I am **under 18** years of age

*Signature of parent or legal guardian

*Date

**Required Field*