



**CITY OF WHEELING
MARKETING/PROMOTIONAL
WAIVER AND RELEASE FROM LIABILITY AGREEMENT**

WHEREAS the undersigned has voluntarily agreed to be photographed, filmed, etc. as described herein for marketing purposes for the City of Wheeling, Ohio County, West Virginia; and

WHEREAS the City of Wheeling does not wish to be liable for any and all damages which may be alleged to arise from such use;

NOW THEREFORE, in consideration of the other good and valuable consideration, the undersigned does hereby for himself/herself, his/her wife/husband, minor children or guardian thereof, heirs executor or administrator and personal representatives:

- A. Fully and forever release and discharge the City of Wheeling, its agents, employees from any and all claims, demands, damages, rights of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of such promotional and marketing usage as described herein; and
- B. State that he/she is as of the date of the execution hereof, the age or eighteen (18) years or older; or that if he/she is under eighteen (18) years of age then his/her parent/guardian has agreed and explained the terms of this agreement to him/her; and
- C. Agree that it is the intent of the undersigned that this Marketing and Promotional Release From Liability Agreement be in full force and the effect at any time after the execution hereof; and
- D. I hereby grant to the City of Wheeling, its agents, employees, contractors, etc., the right to photograph, film and/or record my image, my name, my voice and/or quotations attributed to me, and the exclusive right to hold, store, and use these photographs, films, and/or recordings for marketing, promotional and/or advertising purposes in any type of media, including, but not limited to, their web sites, without limitation; and
- E. Understand the terms of this waiver are contractual, legally binding, and are not mere recital.

I certify that the foregoing information that I have provided is true and correct and the I understand and agree to all of the terms of this agreement.

Name of Person Subject to the Above (Paragraph D in Particular)

Date of Birth

Signature of Person Subject to the Above (Paragraph D in Particular)
If over 18 or of Parent/Guardian if Volunteer is under the age 18

Date