

Jaiya Inc. Media Release & Waiver

Updated 9/19

As a condition of your participation in this Program / Event presented by Jaiya, Inc. its owners, principals, officers, agents, and employees the enrolled participant ("You" or "Your") agrees to the following terms and conditions (the "Waiver"):

1. As between You, any person or entity claiming through You, and Jaiya, Inc., Jaiya, Inc. owns all right, title and interest (including without limitation, all rights of copyright and trademark) in and to any recorded, written and/or graphic materials bearing your likeness, image or voice (whether in printed, digital, electronic or other forms) (the "Materials"). You hereby assign all right, title, and interest in all such materials to Jaiya, Inc. You agree that You will not copy, reproduce, distribute, sell, or exhibit the Materials without the prior written consent of Jaiya, Inc. You acknowledge that Jaiya, Inc. will suffer irreparable harm in the event that You violate the provisions of this paragraph 1 and, therefore, Jaiya, Inc. may obtain injunctive relief to prevent any actual or threatened breach by you of this paragraph.
2. You acknowledge that Jaiya, Inc. may collect or record information relating to Your participation in Shooting the event, including video recordings of You, audio recordings of Your voice, and written testimonials or emails sent to. You further acknowledge that Jaiya, Inc. promotes its future programs, in part, by distributing video and audio recordings, and testimonials of its past programs. You hereby irrevocably give Jaiya, Inc. permission to use and distribute recordings of Your likeness and voice and to use Your name and any written testimonials or emails sent by You to Jaiya, Inc. to promote its future programs and to otherwise commercially exploit recordings containing the same in all media and formats now known or hereinafter devised in perpetuity throughout the world without any additional consideration to You.
3. Jaiya, Inc. shall have no responsibility or liability to You, or to any other individual or entity claiming by or through You, for any claim, demand, loss, damage, injury, or death resulting from anything is done or omitted or in any manner arising under this agreement, and you hereby agree, on behalf of yourself and your heirs, representatives, successors and assigns, to indemnify and hold Jaiya, Inc. harmless from and against any and all claims, demands, loss or damages, including any claim for money damages, interest, court costs, attorney fees, or other legal expenses resulting from Your use of or activities on any property owned or controlled by Jaiya, Inc., or from anything done or omitted in any manner arising under this agreement.
4. These Terms and Conditions shall be governed by the laws of the State of Colorado. Any legal action or proceeding arising under the Terms and Conditions may be initiated only in the state and federal courts located in the state of Colorado. You irrevocably consent to the jurisdiction of such courts and agree that venue will be proper in any such court.
5. Under no circumstances will Jaiya, Inc. be liable to You or any other person for any damages arising from Your agreement to these Terms and Conditions, enrollment and/or participation in the Shooting of the Event (whether actual, exemplary, punitive, consequential, special, incidental, direct or indirect damages which exceed the amount actually paid by You to participate in the Shoot.
6. You hereby acknowledge that you have read and voluntarily accept these Terms and Conditions and further agree that no oral representations, statements, or inducements have been made to You in connection therewith. These Terms and Conditions and accompanying Acknowledgement and Release Agreement constitute the full and entire understanding and agreement between You and Jaiya, Inc. These Terms and Conditions may only be amended or modified by a written instrument executed by both You and Jaiya, Inc. **THIS IS A LEGAL DOCUMENT WITH LEGAL CONSEQUENCES. BY AGREEING TO THESE TERMS AND CONDITIONS, YOU ARE GIVING UP RIGHTS YOU MAY OTHERWISE HAVE.**

