

**2021 Marin Commutes Fall Campaign
Terms of Eligibility, Publicity Release and Liability Waiver Form**

This Terms of Eligibility, Publicity Release and Liability Waiver (the “Eligibility/Release”) Form must be read and signed by persons (“Winners”) who are awarded a prize (“Prize”) in the 2021 Marin Commutes Fall Campaign (“Promotion”) held by Marin Commutes. The Promotion Winner is referred to below as “I” or “me”.

In consideration of awarding a Prize to me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

1. I affirm that I have read, have complied with, and will continue to comply with all the rules, regulations, terms and conditions set forth in the Promotional Rules; that all of the information I have provided and will provide to Marin Commutes has been and will be true, accurate, and complete; and that I have not perpetrated and will not perpetrate any fraud or deception in connection with the Promotion. I further represent that I am 18 years or older, I travel to, from or within Marin County and I am not an immediate family member (spouse, mother, father, sister, brother, daughter, or son) of a Transportation Authority of Marin employee or agent.
2. I irrevocably grant Marin Commutes, and those acting with its authority, the unrestricted, absolute, perpetual right and license to use my name, my image or likeness, city of residence, city of employment, and statements about the Promotion, as well as any materials I may have submitted to Marin Commutes in connection with the Promotion (if applicable) (the foregoing, collectively, the “Content”), in any forms and media and in all manners, including without limitation cropped, edited, reformatted, composite, or otherwise derivative or modified representations, without further compensation, consideration, or notice, permission, or right of review or approval to or by me or to or to or by any third party, and to produce, modify, display, distribute, transmit or broadcast, publicize or otherwise use for Marin Commute’s advertising, promotion, activities, or materials. I further represent and warrant that I have the right and power to grant the rights and licenses in this Eligibility/Release Form.
3. I, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS, HEREBY RELEASE, FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS COMMUTE.ORG, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, “RELEASED PARTIES”), FROM AND AGAINST ANY LIABILITY FOR ANY AND ALL CRIMES, DEMANDS, LOSSES AND LIABILITIES OF ANY NATURE WHATSOEVER WHICH I MAY NOW OR HEREAFTER BE ENTITLED TO ASSERT, INCLUDING BUT NOT LIMITED TO ANY DEATH, INJURY, LOSS OF ENJOYMENT, PROPERTY DAMAGE, OR OTHER HARM OR LOSS OF ANY NATURE, ANY CLAIMS BASED ON PUBLICITY RIGHTS, PRIVACY RIGHTS OR PERSONALITY RIGHTS RELATED TO THE CONTEST, THE PRIZE, OR MY POSSESSION, ACCEPTANCE, USE, OR MISUSE THEREOF, OR MY OTHER ACTS OR OMISSIONS IN CONNECTION THEREWITH.
4. I further understand and agree that all rights under Section 1542 of the Civil Code of California (“Section 1542”) and any similar law of any state or territory of the United States that I may have rights with respect to the foregoing release are hereby expressly and forever waived. I understand that Section 1542 provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5. I acknowledge and agree that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Released Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such claims or rights, it being understood that this release shall be binding upon my heirs, executors, and administrators, and anyone claiming by or through me.
6. I acknowledge and agree that the Promotion, this Eligibility/Release Form, and the parties' respective rights and obligations in connection herewith, will be governed under the laws of the State of California.
7. I agree that this Eligibility/Release Form can only be modified if in writing and signed by both parties.

THIS IS A LIABILITY RELEASE. PLEASE READ CAREFULLY BEFORE SIGNING.

I have been given a full opportunity to review this Eligibility/Release Form as well as the Promotion Rules. I fully and completely understand all of the terms of this Eligibility/Release Form and sign it voluntarily, freely, and knowingly.