

HandUp Information & Photo Release Waiver

I, _____, hereby authorize South Oakland Shelter operator and owner of HandUp (hereby referred to as “HandUp”), to make, use, and publish my first name (or alias), biographical information including information about my personal needs, medical condition and any needs I am raising funds for, any photographic or other audiovisual images, whether in original form or as edited or altered at the sole discretion of HandUp, for marketing, fundraising, donor solicitation and other promotion of the purposes, programs and services offered by HandUp, including the HandUp global crowdfunding platform and website in any type of media, including electronic media, online or website, anywhere and for all time (collectively, the “Publicity Rights”).

I release and discharge HandUp, and agree to hold HandUp harmless, from any and all claims or liability resulting directly or indirectly from use of the Publicity Rights, including any claims of defamation, invasion of privacy, infringement of moral rights, rights of publicity or copyright, or any other personal or proprietary right. I agree that I do not have any right to inspect or approve any material that may be used in connection with the Publicity Right or the uses to which the Publicity Right may be applied.

In signing this waiver, I also hereby acknowledge the following criteria for participation in HandUp (initial each). I understand that failure to adhere to this agreement could result in termination of my HandUp account and forfeit of any funds therein:

____ Under no circumstances will I use my HandUp points to purchase, trade, or exchange for alcohol, weapons, drugs, or any illegal substances or services. I will only use HandUp for my own needs and not on behalf of others. I will not pay employees, collect income or make other taxable business transactions using HandUp.

____ I understand that all points in my account are the rightful property of HandUp and/or affiliated partners until released to me in the form of a(n) item or service. I understand that HandUp cannot be held liable for any lost or stolen items that I receive as a member of the program.

____ I hereby certify that I am currently experiencing significant economic hardship.

____ I understand that HandUp has a legal obligation to keep donation information private and therefore that I will not have access to private information on my donors.

____ I understand that HandUp is willfully offering its services and reserves the right to terminate my account and redistribute my unused points at any time. Similarly, HandUp gives me the right to terminate my account at any time.

____ I further represent that I am at least eighteen (18) years old and have the legal capacity to provide this Release. If I choose to include a dependent (i.e. - child or spouse) in my photo, I hereby certify that I have the legal right to do so.

Member Signature: _____ Date: _____