

Release and Authorization to Use Photographs and Testimonials for Advertising Purposes

Thank you for trusting your vacation with us. We hope you have a wonderful and relaxing time. Please take a minute to read and sign the following document. We appreciate our customers and would like to share photographs of you having fun here in the Black Hills and let others know about your experiences with us.

Release executed on _____ (*date*), by _____,
_____, _____,
_____, _____,

(name(s) of person giving release) of

(street address, city, state, zip code) hereinafter referred to as **Releasor(s)**, in favor of Black Hills Sightseeing Tours, LLC d.b.a. Black Hills Day Trips of PO Box 429, Hermosa, SD 57744 hereinafter referred to as **Releasee**.

Whereas, *Releasee* is a professional tour company in the Black Hills; and

Whereas *Releasee* desires to use photographs and testimonials of participants willing to allow their photographs and statements to be used on their website, pamphlets, Facebook, Instagram, and similar such media for advertising purposes;

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Releasor* hereby authorizes *Releasee* to record *his/her* picture and voice on photographs, films, audio and videotapes, to edit same at his discretion, and to incorporate these photographs, recordings, *Releasor's* likeness, voice, or other information in connection therewith, including any testimonials, into media form for advertising on said website, pamphlets, Facebook, Instagram, and similar such media, including the unrestricted use for purposes of publicity, advertising and sales promotion of Black Hills Day Trips.

2. *Releasor* further agrees to indemnify and save harmless *Releasee*, its licensees, agents, successors and assigns, from any and all claims and liability for damages, losses or expenses of any sort arising from the making of such photographs, recordings and their use. *Releasor* further acknowledges that, except for the above-stated compensation, there were no promises of any compensation for such use by *Releasee* or by anyone associated with *Releasee* and, that *Releasee* exclusively owns all rights to these photographs and recordings regardless of the form in which they are produced or used.

3. *Releasor* warrants and agrees that he/she has read and understood the contents hereof, and that he/she has the right and authority to execute this release and indemnification.

In witness whereof, the parties have executed this release and indemnification agreement in the State of South Dakota on the date and year first above written.

Releasor

Releasor

Releasor

Releasor

Releasor

Releasor

By _____

*(Signature of parent or legal guardian)***

** (If Releasor under 18)

Releasee

Black Hills Day Trips