

**Affidavit of Eligibility & Release for
"Kids Speakout: Diversity in Our Schools Essay Writing Contest"**

State of _____

County of _____

I, _____, being duly sworn, hereby represent and warrant that I am the (CHECK ONE) __ parent __ legal guardian of _____, a minor, ("my child"), whom I understand and acknowledge has created and submitted a quote and certain other Submission Materials to New York Lawyers for the Public Interest ("NYLPI") as an entry into "Kids Speakout: Diversity in Our Schools Essay Writing Contest" (the "Contest"), which Contest is governed by the Official Rules and Submission Agreement. I currently reside at _____ and my home telephone number is () _____.

I am submitting this Affidavit of Eligibility & Release ("Affidavit") to NYLPI with the understanding that it will be relied upon in connection with my child having been selected, subject to eligibility, as a finalist, runner up and/or winner in the Contest.

Terms capitalized but not defined in this Affidavit shall have the meaning assigned to such terms in the Contest's Official Rules and Submission Agreement, which is hereby incorporated herein by this reference (the "Official Rules and Submission Agreement").

In consideration for the opportunity for my child to participate in the Contest and the prize to be awarded, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I confirm my agreement to the following terms:

1. I hereby represent and warrant that I have full authority to agree to this Affidavit and to the Official Rules and Submission Agreement, both of which I have read and I hereby agree to, on behalf of myself and my child. I hereby agree that all representations, warranties and other terms contained in the Official Rules and Submission Agreement and this Affidavit are true and shall remain true, and that I and my child will be bound by all releases, consents, covenants and other terms contained in this Affidavit and in the Official Rules and Submission Agreement.
2. I affirm and represent that: (a) I and my child have complied and will continue to comply with all rules and regulations of the Contest, including those set forth in the Official Rules and Submission Agreement; (b) my child has committed no fraud or deception in entering the Contest; (c) neither I nor my child are employees of NYLPI, its affiliated entities and advertising and promotional agencies, or The National Campaign to Restore Civil Rights, or an immediate family member of or a person domiciled with any such employee; and (d) as of January 18, 2007, my child lawfully resided in the Eligibility Area and was twelve (12) years of age or older and under eighteen (18) years of age.
3. As set forth in the Official Rules and Submission Agreement, I represent and warrant that: (a) all information that I have provided in this Affidavit and I or my child have provided otherwise in connection with the Contest is and will remain true, accurate, and complete; (b) the Submission Materials are my child's original, sole work and are owned solely by me or my child; (c) I have the full right to grant all rights and licenses granted in the Submission Materials hereunder and in the Official Rules and Submission Agreement; (d) the Submission Materials, and the use thereof by the Contest Entities and their respective designees, do not and shall not infringe upon or violate any patent, copyright, trademark, trade secret, or other intellectual property rights or other rights of any third party; (e) the Submission Materials are not confidential and do not contain any confidential information; and (f) in creating the Submission Materials, preparing them for the Contest, entering the Contest, and submitting my Submission Materials to the Contest, I and my child (i) have complied and will comply in all respects with all applicable laws, rules, and regulations and (ii) have not violated and will not violate any agreement or understanding by which I or my child are explicitly or implicitly bound (including without limitation any agreement with any third party).
4. As set forth in the Official Rules and Submission Agreement, I hereby grant to NYLPI a non-exclusive, world-wide, royalty free, fully paid-up, perpetual, irrevocable, transferable, and fully sublicensable (through multiple tiers) license, without additional consideration to me, my child or any third party, to: (a) reproduce, distribute, transmit, perform and display (publicly or otherwise) and otherwise use and exploit (and have others exercise such rights on behalf of NYLPI, through multiple tiers) my child's Submission Materials, any ideas accompanying, related to, or embodied in my child's Submission Materials, and any materials embodying, incorporating, or derived from my child's Submission Materials, in any format or media now known or hereafter developed (including without limitation Internet, cable, satellite, and wireless media); (b) adapt (including edit, modify, translate, and reformat) my child's Submission Materials, create derivative works from my child's Submission Materials, and incorporate my child's Submission Materials into other works or into NYLPI's or its designees' products or services; (c) use my child's Submission Materials for the purpose of promoting the Contest and for any other advertising or promotional purposes;

and (d) exercise all other copyright, trademark, publicity and other proprietary rights with regard to my child's Submission Materials.

5. I UNDERSTAND AND ACKNOWLEDGE AND HEREBY, FOR MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS, DO WAIVE AND RELEASE ANY AND ALL RIGHTS, CLAIMS, CAUSES OF ACTION, INJURIES, LOSSES AND DAMAGES OF ANY KIND WHATSOEVER THAT I AND/OR MY CHILD MAY HAVE AGAINST THE CONTEST ENTITIES, THEIR LICENSEES AND ASSIGNS, AND THE RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES OF ANY OF THE FOREGOING, FOR ANY MATTER, CAUSE OR THING WHATSOEVER (INCLUDING WITHOUT LIMITATION, ANY PROPERTY LOSS OR DAMAGE OR PERSONAL INJURY OR DEATH) ARISING OUT OF OR RELATED TO THE CONTEST OR MY CHILD'S PARTICIPATION IN THE CONTEST.
6. 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 or my child may have 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 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I acknowledge and agree that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned or my child against the Contest Entities, and that no action will be taken by or on behalf of the undersigned or my child with respect to any such claims or rights, it being understood that this release shall be binding upon my and my child's heirs, executors, and administrators, and anyone claiming by or through me or my child.

7. I hereby represent and warrant that all statements made by me in this Affidavit, and all other statements made by me or my child in connection with the Contest, are true, accurate, and complete. I hereby indemnify the Contest Entities and their respective employees, officers, directors, shareholders, agents and representatives from and against any and all losses or damages (including attorneys' fees) arising out of or relating to any statements or representations made by me in this Affidavit or by me or my child otherwise in connection with the Contest. I agree to return immediately upon demand to NYLPI the value of any prize that has been or may be awarded to my child if any statement or representation made by me in this Affidavit, or by me or my child otherwise in connection with the Contest, is discovered or believed to be false or misleading, and I acknowledge and agree that all available legal and equitable remedies may be pursued against me in connection therewith.

I HAVE READ, FULLY UNDERSTAND AND AGREE TO ALL OF THE ABOVE.

Signature of parent or legal guardian of Contest entrant

Print name

Date

Sworn to before me this

____ day of _____, 2007.

Notary

Print Name