

CONSENT AND RELEASE FORM

Name:
Address:
Contact details:
Project:
Date:

Grant of Rights for Public Use

Agreement to Grant Rights

By signing this document, I, _____ in exchange for the opportunity to participate and contribute to SANAA KAMA BIAHARA events and activities, do hereby give SANAA KAMA BIAHARA, a legally registered entity in Kenya (hereinafter referred to as "SKB"), the perpetual, irrevocable, and worldwide right to capture, use, reproduce, and share my personal contributions, which include:

- My name, voice, likeness, and any visual depictions in photo or video form taken during SKB events ("**Images**").
- Any original artistic expressions such as music, dance, spoken word, drama, and visual art that I perform or create ("**Performances**").
- Any spoken or written expressions, statements, or quotes provided during SKB engagements ("**Statements**").

These are collectively known as the "**Content**" within this agreement.

Scope of Rights Granted

- SKB has the right to utilize the Content in any current or future media for legitimate purposes including, but not limited to, promotion, marketing, and commercial endeavors.
- SKB is authorized to disclose, display, and publish Content in communications with SKB's sponsors and allow those sponsors to use and share said Content to detail their association with SKB events.
- SKB and its sponsors are permitted to tag and mention sponsors in digital postings and to allow sponsors to further share the Content on their respective platforms as part of their promotional activities related to SKB.

Originality and Claims Waiver

I confirm that the Performances are my sole creation and that I possess the authority to grant these rights to SKB. I will not hold SKB or its associates liable for utilizing the Content as delineated in this document, and I waive any intention to enforce moral rights in the Content, to the degree permitted by law.

Credit for Contributions

Where feasible and appropriate, SKB will credit me for my contributions to the Content unless I indicate otherwise.

No Additional Compensation

Other than what is explicitly recognized in this document, I acknowledge that I will not seek additional payment from SKB for the use of the Content.

Definitions for Clarity

"**Publicly**" means SKB can utilize the Content with no restrictions on alterations or the context of use, and this may encompass marketing, advertising, and any promotional efforts across all media types.

"**Media**" includes all forms of communication, like printed materials, digital content, social media, broadcast channels, press releases, and corporate documentation, among others.

Data Protection Consent

Consent for Personal Data Use

I give my informed consent for SKB to handle my personal information in line with the applicable data protection legislation. I am aware that:

- My personal data might be processed outside the East African Region and will be safeguarded as per the relevant data privacy norms.
- I reserve the right to request a review, modification, or deletion of my personal information in SKB's custody.
- I can revoke my consent at any given time, though this will not affect the prior use of my data.

By signing, I acknowledge my agreement with SKB's privacy practices as detailed in their Privacy Policy available on www.sanaakamabiashara.com.

Release

Liability Release

For the sake of engagement in SKB's events, I release SKB and all related parties from any legal claims or demands that might arise from personal injury, property damage, or any related consequences that could occur during my participation, except in cases where liability arises from the gross negligence or willful misconduct of SKB or its agents.

Understanding of Legal Rights Waiver

I comprehend that by signing this document, I waive the right to initiate legal proceedings against SKB regarding such claims.

General Terms

Voluntary Agreement

This document is signed willingly, without coercion, and reflects a comprehensive understanding of its terms, which I fully accept.

Dispute Resolution

Any disputes under this agreement will first be attempted to be resolved via mediation. If unresolved, such disputes shall be subject to the jurisdiction of the appropriate courts in Kenya.

Governing Law

The interpretation and enforcement of this Consent and Release will be governed by the laws of Kenya.

Effectiveness and Duration

This document becomes effective upon my signature and applies throughout my engagement with SKB. The rights granted to SKB regarding the Content will remain even after my direct involvement ends.

Acknowledgment

By signing below, I confirm that I have read and understood this Consent and Release Form, had the opportunity to seek independent legal advice, and agree to its terms wholeheartedly.

Date:

Place:

Signature:

Name:

Witnessed

Signature:

Name:

Address: