

ADULT

PLEASE ATTACH PHOTO HERE

[Separate release needed for each person]

CONSENT, RELEASE AND HOLD HARMLESS AGREEMENT (this "Agreement")
(Adult)

To: Disney Vacation Development, Inc.
200 Celebration Place
Celebration, Florida 34747

S.S. Member Cruise 2005 Bon Voyage Party and Sailing ("Event")
Dates: 9/3/05 – 9/8/05

In consideration of my participation in the Event, produced by or involving Disney Vacation Development, Inc. and/or any of its related, subsidiary, and affiliated companies (collectively, "**Disney**"), **I AGREE TO ASSUME THE RISKS** incidental to such participation (which risks may include, among other things, muscle injuries and broken bones) and, on my own behalf and on behalf of my heirs, executors, and administrators, **RELEASE** and forever discharge the Released Parties defined below, of and from all liabilities, claims, actions, damages, costs or expenses (including attorney's and other professional fees and expenses) of any nature (including, without limitation, claims for compensation, defamation, or invasion of privacy or other infringements or violations of personal or property rights of any sort whatsoever) arising out of or in any way connected with my participation in such activity, and further agree to indemnify and hold each of the Released Parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including, but not limited to, attorneys' and other professionals' fees and expenses. The Released Parties are Disney Vacation Development, Inc., its parent, related, affiliated, and subsidiary companies, the Association, and the officers, directors, employees, agents, representatives, successors, and assigns of each of the foregoing entities. I understand that this release and indemnity includes any claims based on the negligence, action or inaction of any of the above Released Parties and covers bodily injury (including death) and property damage, whether suffered by me before, during, or after such participation. I further authorize Disney to obtain first aid or other medical treatment for myself at my cost, if the need arises.

I hereby grant to the Released Parties the right to photograph me ("**Photography**") and make audio, video and/or film recordings of my physical likeness, voice and appearance (the "**Audio and Visual Recordings**"), which Audio and Visual Recordings may include a testimony or story of my involvement with Disney Vacation Club or Disney Vacation Club resorts. I further grant to Disney, and represent and warrant to Disney that I have the right to grant to Disney, and the Association, and their respective successors and assigns, including without limitation any third party that any of them may authorize, the right to use, reuse, broadcast, rebroadcast, publish, and/or republish my name, likeness and/or biography as well as any Photography and/or Audio and Visual Recordings and/or any testimonial made by or story told by me in connection with my involvement with Disney Vacation Club (including, without limitation, any portion thereof), as Disney or the Association may desire, in all media, whether now known or hereafter devised, throughout the universe in perpetuity (including, without limitation, in motion pictures, newspapers, magazines, on radio systems, basic cable, free and paid television systems worldwide, and all supplemental market uses, video cassette, DVD, and/or video disk exploitations and on the Internet) and in all forms including digitized images, whether for advertising or promotional purposes or for any other commercial or other purpose whatsoever, without further compensation to me or any limitation whatsoever. I further acknowledge that all such Photography and/or Audio and Visual Recordings shall be a work for hire and Disney shall be deemed the sole owner of any copyrights therein. If, however, the work is deemed not to be a work made for hire by a court of competent jurisdiction, then this Agreement shall constitute an irrevocable assignment to Disney of the worldwide copyright in the work.

This Agreement shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Agreement shall be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction). I certify I am 18 years of age or older.

(Signature)

(Date)

(Print Name)