

# Technology Student Association, Inc.

## CONSENT, RELEASE, HOLD HARMLESS AND AUTHORIZATION TO REPRODUCE PHYSICAL LIKENESS

This form is required for all minors and adults who participate in a UNITE educational program. **A parent/guardian agrees to all of the terms below on behalf of a minor.**

Copies of this completed form are to be retained and kept on file by the UNITE site. National TSA reserves the right to request a completed and signed copy of this form at any time from the UNITE site. Unless requested, do not send this form to the national TSA office.

As used below, TSA shall mean the (National) Technology Student Association, Inc. and its officers, directors, employees, assigns, and agents (including any third party designated and approved by TSA) at any time, including, without limitation, individuals or entities involved in print, publication, television, broadcast, or video media. As used below, "Participant" shall mean any individual, student, advisor, teacher, or volunteer involved in a UNITE activity. A Participant in any UNITE program, meeting or conference (collectively, the "Event"), agrees to the following:

I hereby grant to UNITE the right to photograph and/or videotape Participant during Participant's participation in an Event. I further grant to TSA, forever and throughout the world, the right to use these photographs and videotapes of Participant's likeness, voice and sounds during Participant's participation, and to reuse or license the right to such photographs and videotapes of Participant's participation, and Participant's name, likeness and biography, as TSA may desire, in all media and in all forms and for all purposes, including without limitation, advertising and other promotions for TSA, without further compensation to Participant or any limitation whatsoever. In granting this license, I understand that TSA is not under any obligation to exercise any of their rights, licenses and privileges herein granted. Each such photograph and videotape shall be a work for hire and TSA shall be deemed the owner of any copyright and/or trademark rights therein (and all applications, registrations and renewals resulting there from). If, however, the work is deemed not to be a work made for hire by a court of competent jurisdiction, then this Consent and Release to Produce Physical Likeness ("Release") shall constitute an irrevocable assignment by the Participant of the worldwide copyright in the work to TSA. It is a TSA policy not to print a minor's picture accompanied by his/her name unless TSA has obtained specific permission from his/her parent or guardian.

The undersigned being fully cognizant of the risks in participating in an Event, hereby assumes the risks of bodily injury (including, without limitation, death) and property damage, inherent in such participation. Except to the extent due to the gross negligence or willful misconduct of TSA, to the fullest extent permitted by applicable laws, Participant hereby waives any claims or causes of action which Participant may now or forever have against TSA arising out of Participant's participation, and Participant will indemnify and hold harmless TSA against any and all claims resulting from such participation.

Participant hereby releases TSA and its respective successors, affiliates, licensees and assigns from all claims, demands, liabilities, damages, costs and expenses (including, without limitation, attorney's and other professional fees and expenses) that Participant may now or ever have against TSA arising in connection with Participant's participation in the Event and TSA's exercise of rights hereby granted, including, without limitation, claims for compensation, defamation, or invasion of privacy, or other infringements or violations of personal or property rights of any sort.

This Release shall be binding upon Participant's heirs, personal representatives and assigns, and me and shall be governed by and construed under the laws of the Commonwealth of Virginia without regard to conflicts of laws principles. Venue for any legal action arising out of or in connection with this Release shall be in Fairfax County, Virginia. This release constitutes the entire agreement among the parties hereto with respect to the subject matter of this Release and supersedes any and all previous agreements among the parties, whether written or oral, with respect to such subject matter. I understand that this form involves a release of legal rights.

Participant's name and signature \_\_\_\_\_

School \_\_\_\_\_

Home address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Parent/guardian's name and signature \_\_\_\_\_

Parent's phone (h) \_\_\_\_\_ (c) \_\_\_\_\_ Email \_\_\_\_\_