

CONSENT, RELEASE, AND WAIVER

The Mya Lin Terry Foundation (the “**Foundation**”) is actively involved in enriching the lives of pediatric cancer patients’ experiences with hope, love, and joy; creating awareness of pediatric cancer; supporting new treatment options leading to cures; helping to eliminate national and critical drug shortages affecting pediatric cancer patients; and fostering the spirit of giving. To accomplish this, the Foundation creates a variety of educational, promotional, marketing, and fundraising materials in print, video, digital, and other formats (collectively, the “**Works**”). These Works reach a wide number of people through various ways, including print mailings, public presentations, websites, and e-mail. We very much appreciate your willingness to participate in our cause.

By your execution below, you hereby acknowledge and agree as follows:

1. For good and valuable consideration, you, the undersigned, hereby grant to the Foundation and its successors, licensees, and assigns the perpetual, irrevocable, royalty-free right and permission to: (i) interview you and to film, photograph, and record your likeness, image, voice, name, and performance (collectively, “**Persona**”) and incorporate any or all of the above into the Works; and (ii) reproduce, copy, edit, add to, subtract from, modify, use, reuse, display, perform, exhibit, distribute, transmit, or broadcast the Persona throughout the universe, in any and all media now known or hereafter devised, in whole or in part, in and in connection with the Works.
2. You hereby acknowledge and agree that (i) no money is payable to you hereunder and that your participation and the Foundation’s willingness to consider using the Persona in the Works are sufficient consideration to you for the rights you are granting hereunder; (ii) the Foundation is the sole and exclusive owner of all right, title, and interest in and to the Works; (iii) you have no approval or consultation rights regarding the Works; (iv) the Foundation has no obligation to use the Persona or to exercise any right granted herein; and (v) you have the right to enter into this Consent, Release, and Waiver and grant the rights herein, and do so freely and knowingly.
3. You hereby acknowledge that this Consent, Release, and Waiver is irrevocable, and you shall have no right to enjoin, restrain, or in any way interfere with the production, promotion, distribution, and/or exploitation of the Works.
4. YOU HEREBY UNCONDITIONALLY AND FOREVER RELEASE AND HOLD HARMLESS THE FOUNDATION, ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, LICENSEES, AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, OR ACTIONS THAT ARISE FROM THE RECORDING AND USE OF THE PERSONA, OR THAT YOU OR YOUR HEIRS, EXECUTORS, ADMINISTRATORS, OR ASSIGNS MAY HAVE OR CLAIM TO HAVE IN CONNECTION WITH THE RECORDING AND USE OF THE PERSONA AS DESCRIBED HEREIN, AND YOU AGREE NOT TO SUE OR BRING ANY PROCEEDING AGAINST ANY OF THOSE PARTIES FOR ANY CLAIM OR CAUSE OF ACTION, WHETHER PRESENTLY KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO ACTIONS FOR DEFAMATION, INVASION OF PRIVACY, PUBLICITY, PERSONALITY, ANY SIMILAR MATTER, OR BASED UPON OR RELATING TO THE EXERCISE OF ANY OF THE RIGHTS REFERRED TO HEREIN.
5. This Agreement is the entire agreement between the Foundation and you with respect to the subject matter hereof, and supersedes any and all prior agreements, negotiations, representations, and understandings with respect to such subject matter. This Consent, Release, and Waiver shall be governed by

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and construed in accordance with the laws of the State of New Jersey, and jurisdiction shall be exclusively in the state and federal courts of the State of New Jersey.

YOU HAVE READ THIS CONSENT, RELEASE, AND WAIVER, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THE RIGHTS YOU HAVE GIVEN UP BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

Dated: This _____ day of _____, 20__

Name: _____

Address: _____

Phone: _____

Signature: _____

IF UNDER 18, PARENT OR GUARDIAN MUST ALSO SIGN BELOW:

Name: _____

Address: _____

Phone: _____

Signature: _____

Relationship: _____

to Minor

Please make a copy of this form for your own records and mail, e-mail, or fax the original to:

Kelly Terry, President
The Mya Lin Terry Foundation
P.O. Box 249
Oakhurst, NJ 07755
kellylterry@themyalinterryfoundation.org
Fax: 732-517-0697

If you have questions, contact Kelly Terry at 732-517-0697.