



LIVING BEYOND BREAST CANCER®

PHOTO / VIDEO RELEASE FORM

In consideration for participation in Living Beyond Breast Cancer's #GiveMetsTheMic video shoot (the "Activity"), I, _____, individually [and as parent or guardian of _____, (if a minor)] (throughout this Agreement, referring to me [and my child(ren)] collectively as "I", "me", "myself" [or "our"]), intending to be legally bound, voluntarily, freely, and irrevocably consent and authorize (except where prohibited by law) Living Beyond Breast Cancer ("LBBC"), and its agents, designees, employees, licensees and assigns, to use, without further obligation or compensation to me, [our] likenesses' photographs, videos, quotes, and/or summaries, in any and all media including, without limitation, videotapes, broadcasts, on websites, and/or in newspapers, magazines, brochures, advertisements, press releases, training materials and other articles, worldwide, without any territorial, time, use, or other limitations. Such use, in whole or in part, may include adding to, subtracting from, arranging, revising, adapting, or otherwise changing the characteristics of such likenesses, photographs, videos, quotes, and/or summaries.

As between myself and LBBC, I agree that LBBC shall be the sole and exclusive owner of any and all rights, title, and interests in and to such photographs, quotes, and/or summaries, including without limitation rights under copyright. To the extent that any intellectual property rights arising from such participation in the Program may not vest in LBBC, I hereby assign to LBBC all of my/[our] rights, title, and interest in and to the same, in perpetuity, including, without limitation, those arising under copyright, and all permissions and consents enumerated above.

I agree that photographs, videos, quotes, and/or summaries taken or provided of the Program or otherwise may be edited at LBBC's sole discretion (i) by any art or method (whether now known or later developed), (ii) during any and all activities and events during the Program, and (iii) for use in any and all formats, including, without limitation, print, online, and digital. I waive any right that I may have to inspect or approve the finished product or the manner in which the images are used, and I agree that LBBC is under no obligation to use my/[our] images.

I HEREBY REPRESENT THAT I AM AN ADULT AND THAT I, ON BEHALF OF MYSELF, MY CHILD(REN) AND ANY AND ALL PERSONS OR ENTITIES CLAIMING BY, THROUGH, OR UNDER ME OR MY CHILD(REN), RELEASE AND FOREVER DISCHARGE LBBC, ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING, FULFILLMENT AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM ANY JUDGMENTS, LOSSES, LIABILITIES, DEMANDS, DAMAGES, COSTS, AND EXPENSES ARISING OUT OF OR INCURRED IN CONNECTION WITH ANY CLAIMS, ACTIONS, SUITS, OR OTHER PROCEEDINGS, IN LAW OR EQUITY, IN TORT OR CONTRACT, WHETHER FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, KNOWN OR UNKNOWN, ARISING FROM OR INCURRED IN CONNECTION WITH THIS AGREEMENT OR LBBC'S USE OF OUR LIKENESSES, PHOTOGRAPHS, VIDEOS, QUOTES, AND/OR SUMMARIES.

I declare, on behalf of myself and my child(ren), that all information I provide below is true and correct. By signing, I have read, or have had read to me, and understand, all the provisions of this Agreement, and agree to be bound by them.

SIGNATURE: _____

PRINTED: _____

ADDRESS: _____

DATE: _____