

## **MEDIA RELEASE**

### **PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

Generation Hope uses photographs and other recordings of its program events and activities for promotional, educational, and other purposes. As a non-profit corporation, Generation Hope requires anyone who would like to participate in these efforts to sign this Media Release. *If you are under 18 years of age or you do not have legal custody of your child/children, a parent or legal guardian must agree to and sign the Media Release in the designated area below.*

If you are a Generation Hope Scholar or applicant applying to participate in Generation Hope's programs, your decision not to sign this Release will not affect your eligibility to participate in Generation Hope's programs.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you, the undersigned participant, (the "Participant") and, if the Participant is under 18 years of age or lacks legal custody of the Participant's Child, the undersigned parent or legal guardian (the "Parent/Guardian"), hereby freely, voluntarily, and without duress execute this Media Release under the following terms:

1. **CONSENT TO BE PHOTOGRAPHED, RECORDED, OR VIDEOTAPED:** the Participant, and, if required to sign, the Parent/Guardian, hereby consents to the Participant and his or her minor child/children or ward(s) (individually or collectively, the "Participant's Child") being photographed, recorded, or videotaped by Generation Hope and its successors, licensees, assigns, affiliates, partners, directors, officers, managers, employees, volunteers, contractors, service providers, agents, designees, vendors, licensees, sublicensees, sponsors, and advertisers (collectively, "Generation Hope") in connection with the Participant's or the Participant's Child's participation in any events, activities, or programs related to Generation Hope without payment to or further consent from the Participant or, if required to sign, the Parent/Guardian.
2. **AUTHORIZATION TO USE PHOTOGRAPHS AND OTHER MEDIA MATERIALS:**
  - A. The Participant, and, if required to sign, the Parent/Guardian, hereby irrevocably authorizes Generation Hope the right(s) to copyright, publish, republish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use (a) the name, image, likeness, and voice of the Participant or the Participant's Child, and (b) all photographs, recordings, videotapes, audiovisual materials, writings, statements, and quotations of or by the Participant or the Participant's Child (collectively, the "Materials"), in any manner, form, or format whatsoever now or hereinafter created, including in print, electronically or on the Internet, and for any purpose, including, but not limited to, advertising or promotion of Generation Hope, its programs, and activities,

without payment to or further consent from the Participant or, if required to sign, the Parent/Guardian.

- B. The Participant, and, if required to sign, the Parent/Guardian, hereby grants and conveys to Generation Hope all right, title, and interest, including any copyrights, that he or she or the Participant's Child might have in any and all Materials, including, but not limited to, any royalties, proceeds, or other benefits derived from such Materials.
  - C. The Participant, and, if required to sign, the Parent/Guardian, understands and acknowledges that, unless otherwise agreed in writing by Generation Hope, all of the Materials, and all films, audiotapes, videotapes, reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the Materials, are the sole property of Generation Hope. The Participant and, if required to sign, the Parent/Guardian agrees not to contest the rights or authority granted to Generation Hope hereunder.
3. **RELEASE AND WAIVER OF LIABILITY:** *The Participant and, if required to sign, the Parent/Guardian, hereby fully releases and forever discharges Generation Hope from any and all liabilities, claims, allegations, penalties, suits, demands, judgments, costs, interest, expenses (including attorneys' fees and costs), rights of action or causes of action of any kind or nature (collectively, "Losses"), including Losses that have accrued or that may accrue in the future, arising by reason of defamation, invasion of privacy, right of publicity, copyright infringement, or any other personal or property rights from or related to any use of the Materials, except to the extent that any of the acts, inactions, or omissions of any of the Released Parties that proximately caused Losses are determined by a court of competent jurisdiction to be grossly negligent or willful. The Participant and, if required to sign, the Parent/Guardian, understands that Generation Hope is under no obligation to use the Materials.*
  4. **COMPLETE AGREEMENT:** This Media Release contains the entire agreement between Generation Hope and the undersigned concerning the subject matter hereof. No changes may be made to this Media Release without the express, written consent of Generation Hope.
  5. **BINDING EFFECT:** This Media Release is entered into by the Participant and, if required to sign, the Parent/Guardian, individually and on behalf of the heirs, executors, administrators, next of kin, representatives, and successors and assigns of the Participant, the Participant's Child, and, if required to sign, the Parent/Guardian.
  6. **DURATION:** This Media Release shall remain in effect until otherwise expressly agreed in writing by Generation Hope.
  7. **SEVERABILITY:** If any term or provision of this Media Release shall be determined or found to be invalid or unenforceable by any court of competent jurisdiction, then such term or provision shall be deemed severed from this Media Release and the remaining provisions of this Media Release shall continue in full force and effect as if any such term or provision had not been contained herein.

8. **APPLICABLE LAW AND INTERPRETATION:** The Participant, and, if required to sign, the Parent/Guardian, expressly agrees that this Media Release shall be broadly construed, in favor of its applicability, to the fullest extent allowed by the laws of the District of Columbia and that this Release will be governed by, and interpreted in accordance with, the laws of the District of Columbia, without respect to its conflict of laws rules. *The Participant, and, if required to sign, the Parent/Guardian hereby agrees that any judicial proceeding against Generation Hope relating to the Materials shall be conducted in a court of competent jurisdiction located in the District of Columbia, and agrees to submit to the exclusive personal jurisdiction of and venue of such a court.*
9. **THE PARTICIPANT AND, IF REQUIRED TO SIGN, THE PARENT/GUARDIAN, HAS CAREFULLY READ THIS MEDIA RELEASE AND UNDERSTANDS AND AGREES TO ITS TERMS. THE PARTICIPANT AND, IF REQUIRED TO SIGN, THE PARENT/GUARDIAN, SIGNS IT VOLUNTARILY.**

\_\_\_\_\_  
Participant's Signature\*

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Names and Ages of Minor Child/Children or  
Wards: \_\_\_\_\_

**\*If the Participant is under the age of 18 or the Participant does not have legal custody of the Participant's Child, the Participant's and the Participant's Child's parent or guardian must sign the attached Media Release Signature for Parent/Guardian.**

**MEDIA RELEASE SIGNATURE FOR PARENT/GUARDIAN**

The undersigned Parent/Guardian does hereby represent that he/she is, in fact, acting in such capacity with respect to the Participant and the Participant's Child and has made an independent and fully informed decision to agree, individually and on behalf of the Participant and the Participant's Child, to the terms of the Media Release. The undersigned Parent/Guardian further agrees to save and hold harmless and indemnify Generation Hope from any all liability, loss, cost, claim or damage whatsoever, including attorneys' fees and costs, that may be imposed upon any Generation Hope because of any defect in or lack of such capacity to so act on behalf of the Participant, the Participant's Child, and the parent(s) or legal guardian(s) of the Participant and the Participant's Child.

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Parent/Legal Guardian Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Names and Ages of Minor Child/Children or  
Wards: \_\_\_\_\_