

Name, Voice, and Likeness Release

Updated June 11, 2024

For good and valuable consideration receipt and sufficiency of which is hereby acknowledged, through this Name, Voice, and Likeness Release ("**Release**"), I, as the individual named below (or as the parent/guardian of the Minor named below, if applicable), hereby irrevocably grant to _____ (and its subsidiary and affiliated companies, successors, assigns, licensees, employees, and agents) (collectively herein "**Marketer**") on behalf of itself and its client, _____ (the "**Brand**"), the right, in perpetuity, throughout the universe, and in all now known and hereafter existing media, and in any language, to use my (or, if applicable, the Minor's) name, voice, image, avatar, physical likeness, social media profile information, as well as my (or if applicable, the Minor's) opinions, content, photographs, videos, or artistic renderings as embodied in the [Name/Title of the Content/Campaign] (the "**Content**") promoting the Brand and in connection with the production, exhibition, exploitation, distribution, merchandising and/or promotion of the Content, and in the advertising, marketing, exploiting and publicizing of the Brand.

I agree that the foregoing grant includes the right to use my (or, if applicable, the Minor's) voice, image, name, and physical likeness in any form, including, without limitation, a photograph, video, artistic rendering, silhouette or other reproduction by photograph, film, tape or otherwise.

I represent that the usage by Marketer or the Brand of my (or, if applicable, the Minor's) name, voice, image, and/or likeness as described herein and will not violate the rights or licenses of any third parties, and that the consent of no other person, firm, corporation, or labor organization is required to authorize such usage. I further represent that any clothing, item, artwork, tattoo, or any other image or media to be displayed in the Content will not violate the rights or licenses of any third parties. I shall submit to Marketer, prior to the start of any Content production, any necessary third-party consents, licenses, and/or releases evidencing such permission.

I hereby grant Marketer and the Brand the right to use the Content or excerpts or stills from the Content (including excerpts or stills containing my (or, if applicable, the Minor's) name, voice, image and/or likeness) in any other video, publication, recording, or other medium and in physical Brand locations and the right to edit, delete and/or juxtapose (with any other part of the Content) any part of the Content in which I (or, if applicable, the Minor) appear(s), and/or change the sequence of the events of the Content.

I expressly agree to and shall indemnify Marketer and the Brand from and against any and all claims, demands, actions or causes of action, damages, liabilities, costs, expenses and losses of any nature or kind whatsoever arising out of or relating to this Release and any breach of a representation, warranty and/or agreement made by me hereunder. I acknowledge that nothing herein requires Marketer or the Brand to use the Content.

This Release will be governed by, and construed in accordance with, the internal laws of the State of Florida without regard to its conflict of law principles. Each party consents to submit to the jurisdiction of the courts of the State of Florida and of the United States of America located in the City of Orlando, for any action, suit or proceeding arising out of or relating to this Release. Each party further waives any objection to the laying of venue of any such action, suit or proceeding in such courts, and further agrees not to plead or claim in any such court that any such action, suit or proceeding has been brought in an inconvenient forum.

THE PARENTAL CONSENT FORM ATTACHED HERETO MUST BE COMPLETED AND EXECUTED FOR ANY AND ALL MINORS, IF APPLICABLE.

I hereby certify and represent that I have read the foregoing and fully understand the meaning and effect thereof and intending to be legally bound I have signed this Authorization on _____.

Signature: _____

Phone: _____

Print Name: _____

Address: _____

The Minor's name, if applicable (the "Minor"):

Email: _____

Parental Consent for the Inclusion of Minors

As a material part of the consideration inducing _____ (“**Marketer**”) to enter into the foregoing Name, Voice and Likeness Release dated _____ between Marketer and _____ (the “**Minor**”), a minor and a citizen of the state of _____, pursuant to which, the Minor (or the Minor’s guardians) agreed to the use of such Minor’s name, voice and physical likeness in and in connection with the social media post (the “**Post**”) promoting _____ (the “**Brand**”) (the “**Agreement**”), and **the undersigned parent/legal guardian** hereby represents, warrants and agrees as follows:

1. The undersigned is the parent/legal guardian of the Minor. The undersigned is entitled to the sole and complete custody, care and control of the Minor and, further, is entitled to enter into this Parental Consent.
2. Having read the Agreement and understanding the nature and extent of all the rights which the Minor has granted to Marketer thereunder, the undersigned hereby expressly approves of, and consents and agrees to the employment of the Minor by Marketer pursuant to the Agreement.
3. The undersigned shall do any and all things necessary and reasonably required by Marketer to assist in the full and complete performance by the Minor of the Minor’s obligations and agreements under the Agreement, including, without limitation, acting as guardian to the Minor in connection with all of the Minor’s services under the Agreement.
4. The undersigned hereby guarantees to Marketer the full and complete performance by the Minor of each and all of the Minor’s obligations as set forth in the Agreement.
5. The undersigned hereby guarantees that the Minor shall not at any time disaffirm the Agreement by reason of the Minor’s minority or otherwise.
6. The consideration of the publicity that the Minor may enjoy and such other consideration as provided for in the Agreement shall be deemed sufficient for all rights in the Agreement and herein granted and agreed to be granted to Marketer and for all services rendered pursuant to the Agreement and pursuant to this Parental Consent, not only by the Minor but also by the undersigned.
7. The undersigned hereby agrees to keep confidential the terms of the Agreement and the terms of this Parental Consent and, further, to refrain from revealing such terms to any third party (other than officers, directors, authorized agents, representatives and employees of the Minor, any loan-out company of the Minor or Marketer) unless compelled by court order, and/or from issuing or authorizing or permitting the issuance of any press release or other information in any media revealing such terms.
8. The undersigned agrees to execute any documents or papers, to cooperate in any proceeding, and to comply with any applicable laws, regulations and/or requirements concerning contracts with minors.
9. The undersigned hereby expressly agrees to and shall indemnify Marketer and the Brand from any and all costs incurred and any and all loss of any nature or kind whatsoever arising from or relating to any claims made by or on behalf of the Minor relating to the subject matter of the Agreement and/or this Parental Consent.
10. The undersigned hereby expressly agrees to and shall indemnify Marketer and the Brand from any and all costs incurred and any and all loss of any nature or kind whatsoever arising from or relating to the breach of any guarantee(s) made by the undersigned in this Parental Consent.
11. The undersigned expressly agrees that the provisions of this Parental Consent shall apply and relate with full force and effect not only to the Agreement but as well to any and all supplements, modifications and amendments thereto. Terms used herein in the singular number include the plural numbers, if the context so requires.

Signature: _____

Print Name: _____

Address: _____

Phone: _____

E-mail: _____