

## CONSENT AND RELEASE FOR USE OF LIKENESS

I, \_\_\_\_\_, hereby grant permission to Texas OnCourse-- including any and all of its subsidiaries, licensees, successors, assignees, and any and all other individuals, agencies, corporations, organizations etc. acting on behalf of Texas OnCourse (whether by this or any other names and/or designations and henceforth collectively referred to as the Released Party)-- to obtain and use as the Released Party sees fit the voice, image, photograph, likeness, video, and/or any other form of media as it develops (henceforth collectively referred to as Likeness) of myself by any medium (including but not limited to video, audio, photo, and/or any media as it develops/evolves or other image, natural or altered in any state by any manner). Permission extends into perpetuity.

For a valuable consideration, receipt of which is hereby acknowledged, I hereby grant the Released Party all ownership rights and the absolute and irrevocable right and permission to copyright, use and publish the Likeness of myself which has been (or is being) obtained pursuant to this Consent and Release. The Likeness may be copyrighted, used and/or published individually or in conjunction with other photography or video works, and in any medium (including without limitation, print publications, public broadcast, CD-ROM format, and/or any media as it develops/evolves) and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising and electronic publication. Furthermore, I understand that the Likeness of myself may be used in a way that does not accurately reflect my lifestyle or me. Additionally, I understand that my name will only be used in situations where the Likeness is used to reflect my actual circumstances, as understood by the Released Party either at the time of capture or at the time of publication/production.

I waive any right that I, and/or any party related to the Photographed Party may have to inspect or approve the Released Party's copyright, use or publication of the Likeness, or the advertising copy or printed matter that may be used in connection with the copyright, use and/or publication of the Likeness. Furthermore, I agree and acknowledge that neither I, nor any party related to myself, will receive any form of compensation for the use of Likeness.

I --on behalf of myself and/or any other parties related to myself -- release the Released Party (and all persons and/or entities acting under its permission or authority) from any and all claims-including but not limited to claims of libel, slander, invasion of privacy, infringement of copyright or right of publicity, or any other claim related to Use of Likeness (collectively, "Claims"). Furthermore, this release includes without limitation any Claims related to blurring, distortion, alteration, optical illusion, use in composite form, whether intentional or otherwise, or use of a fictitious name, that may occur or be produced in the processing or publication of the Likeness. Additionally, this release includes without limitation any and all other claims of liabilities, damages and expenses associated with authorized use of the above materials.

I agree and acknowledge that the invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

I understand that my representatives or I cannot revoke this release.

My signature acknowledges that I am over the age of 18 and have read and agree to the terms outlined in this release.

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_

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

The below named person is a minor. As the parent/legal guardian of this minor, I agree to the terms of this release.

Name of Minor: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Relationship to Minor: \_\_\_\_\_

Date: \_\_\_\_\_

Yes, you may use my child's Likeness.

No, you may not use my child's Likeness.