

National Association of Charter School Authorizers
Release and Waiver for Photographs, NACSA Activities and Audio Recording

Thank you for your involvement and work on behalf of the National Association of Charter School Authorizers (“NACSA”). This Release and Waiver (“Agreement”) outlines the terms and conditions between you (“I”, “me” or “my”) and NACSA regarding my participation in NACSA, its meetings, events and conferences (“NACSA Activities”).

1. Use of Likeness – In exchange for my participation in NACSA Activities, I grant to NACSA and its agents, successors, assigns and licensees (collectively, “you” and “your”), the universal and perpetual right to use, and to grant others the right to use, my name, likeness, biographical information, photographs, voice, personal characteristics, incidents in my life, and other personal identification (collectively “Likeness”) and photograph, videotape and sound recordings, transcripts (edited, condensed or paraphrased versions) including, without limitation, any portrayal, impersonation, or simulation of me in any way, (collectively “Recordings”) in any and all manner and media, now known or hereafter devised, throughout the world, for any and all purposes including, without limitation, in connection with the NACSA Activities and any other productions, and in connection with the advertising, publicity and promotion of the NACSA Activities. You shall not be under any obligation to actually use my Likeness or the Recordings or to include the same in any NACSA Activities or production.
2. Consent to Recording – I acknowledge that all of my actions and speech are subject to being recorded (and being included in the Recordings for all purposes hereunder) and that at all times during the taping process that some Recordings may be made using microphones and/or cameras which are at a distance and not immediately apparent. I agree that you may create and include in the NACSA Activities such actual or fictional incidents, scenes, situations, dialogue, events, characters, names, biographical information and other material as you may, in your sole discretion, consider proper or necessary and you are free to edit, change and dub any recordings of me with any other material (for any purpose, including without limitation, for humorous or satirical effect), as you determine in your sole discretion.
3. Assumption of Risk - I hereby represent and warrant that: (i) I knowingly and voluntarily assume all risks associated with my participating in the NACSA Activities; (ii) I will not knowingly violate any rights or, cause any injury or damage to, any party or any party’s property; (iii) I will not be entitled to any additional consideration as a result of the exercise of the rights granted herein; and (iv) you may rely upon this Agreement in producing, distributing and exploiting the NACSA Activities and any other production.
4. Release - I hereby release you and each of your related and affiliated entities, agents, employees, representatives, assigns and licenses from and against: (i) any liability based on any personal property, residual, re-use or other right which I may have by virtue of any such use of the Recordings, my Likeness, or related clips in which I appear, or as a result of the exhibition, telecast or distribution of the NACSA Activities, any portion thereof or in connection with advertising and promotion for the NACSA Activities, or you and your subsidiaries, related and affiliated entities; (ii) any claim arising out of any of my acts or statements made in connection with the NACSA Activities (including but not limited to defamation, invasion of privacy, and any intentional or unintentional acts or omissions); and (iii) any claim for further consideration or compensation for the NACSA Activities or the rights granted hereunder. Before appearing on the NACSA Activities, I have been advised of the NACSA Activities format and I have no objections to such format. I understand that there is a possibility that after execution of this Agreement, I may discover facts or incur or suffer claims which were unknown or unsuspected by me at the time of this Agreement was signed. I acknowledge and agree that the Release

contained in this paragraph will be in effect for any such unknown facts and unknown and unsuspected claims.

5. Ownership - I acknowledge that the Recordings are your sole and exclusive property and you shall be entitled to all rights of ownership and all rights of copyright and copyright renewal therein in and to the Recordings. I acknowledge that the rights granted herein shall inure to the benefit of you, and your successors, licensees and assigns, and such rights are freely assignable by you.
6. Revocation - I shall not be entitled for any reason to terminate or revoke this Agreement nor to enjoin, restrain or otherwise impair the exercise of any of the rights and privileges granted or to be granted to you hereunder, nor to restrain, enjoin or otherwise impair your property or assets, or the development, production, exhibition and/or exploitation of the Recordings or any advertising, publicity or promotion in connection herewith.
7. Authority – Unless otherwise indicated below, I further warrant to you that I am at least 18 years of age and have the full, complete and unrestricted right and authority to enter into this Agreement, and that I have not accepted and will not accept any money or other compensation from any third party to mention any person, product, service, trademark or brand name, as part of my appearance on the NACSA Activities. If I am or have been a member of any performing arts union or guild, I hereby acknowledge and agree that my appearance on the NACSA Activities does not constitute a performance, and that I am not entitled to any salary, wages or other similar compensation for such appearance. All travel I undertake before, during and after the taping of the NACSA Activities will be at my sole risk and expense.
8. Entire Agreement – This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein. I have the full right and legal capacity to sign this Agreement. I have read this Agreement prior to signing it and I understand its contents.

ACCEPTED AND AGREED:

Sign name: _____

Dated: _____

Print name: _____

Address: _____

Telephone: _____

Email: _____