

**MOUNT ST. JOSEPH UNIVERSITY  
PHOTO/VIDEO/AUDIO AND USE OF NAME  
WAIVER AND RELEASE**

For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby irrevocably grant to Mount St. Joseph University and its affiliated entities (the "University") the absolute, exclusive, and unrestricted right and permission to record, film, photograph, videotape, copy, reproduce, adapt, edit, copyright, publish, exhibit, distribute, perform and otherwise exploit by any and all uses and media now known or hereafter devised throughout the world in perpetuity (collectively "use") my name, likeness, image, photograph, appearance, voice, statements and testimonials (collectively, the "Appearances") in and in connection with the creation and use of marketing and promotional materials (the "Materials") for publicizing, advertising, and promoting the University and its services and products.

Further:

- I understand that neither the University nor anyone else is under obligation to make use of my Appearances or the Materials and the University has made no representations to me in this regard.
- I hereby waive the right to inspect or approve the Materials or finished image, videotape, digital recording, sound track, advertising copy or printed matter incorporating the Materials that may be used or to any eventual use that it might be applied.
- I hereby waive the right to any compensation associated with the any use of the Materials consistent with the terms of this Waiver and Release.

Recognizing the University's reliance upon the release of liability in this agreement and that the University is incurring considerable expenses based on the release of liability in this agreement and the creation of the Materials, I hereby irrevocably RELEASE the University, its affiliates, officers, directors, employees, agents, subcontractors, and any person/entity the University authorizes to use the Materials from and any and all claims, demands, damages, and causes of action of any nature that I have or may hereafter have in connection with my Appearances hereunder or the University's use of the Materials, including, but not limited to, any claims for compensation, defamation, invasion of privacy, right of publicity, infliction of emotional distress, negligence, copyright infringement, any right, title or interest in the Materials, or any other physical or monetary injury.

This agreement has been entered into in the State of Ohio, and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of Ohio. The Ohio courts (state and federal) shall have sole jurisdiction of any controversies regarding this agreement, and any action or other proceeding which involves such a controversy shall be brought in those courts, and not elsewhere. If any part of this agreement shall be judged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this agreement, which shall continue in full force and effect, or the application of this agreement to the remaining parties.

I hereby certify that I am at least 18 years of age and competent to contract in my own name. I have read this Waiver and Release before signing below and warrant that I fully understand and agree to its contents.

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE \_\_\_\_\_ DATE \_\_\_\_\_

**EXECUTION FOR MINORS:**

If this Waiver and Release is being executed on a behalf of an individual who is not 18 years of age, it must be executed by the individual's legal parent or guardian as set forth below.

**I affirm that I am the parent or legal guardian of the individual identified above and have legal right to consent to this Agreement/Release on his/her behalf.**

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

\_\_\_\_\_  
*Name of Parent/Legal*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State and Zip*

\_\_\_\_\_

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