



## **MEDIA CONSENT FORM AND RELEASE GENERAL**

**(hereafter, the "RELEASE")**

I hereby grant Digitunity ("Organization"), and their agents, affiliates, successors, licensees, and assigns, an unconditional, worldwide, royalty-free, irrevocable license, right, and permission to photograph and film me and to use any and all photographic or other images or video taken of me or other photographic portraits, pictures, negatives, proofs, quotations, images or videotapes of myself, as applicable (collectively, "Images"), or in which I may be included in whole or part, or reproductions thereof in color or otherwise for use in the Organization's print, online, video-based marketing materials and other Organization publications (including for commercial purposes), without any payment or other compensation. Permitted uses include using, re-using, publishing, and re-publishing the Images, in whole or in part, and my name, and quotations or statements made in connection with the Images. As between the Organization and me, the Organization shall own any Images taken, filmed, created, developed, or produced by the Organization, as well as any materials created therefrom or incorporating the same.

I specifically consent to the use of the Images with other images, text, graphics, film, audio, and audiovisual works. I acknowledge and agree that the Images may be altered or modified without any restrictions, whether by traditional photographic techniques or digitally, including retouching, creating composite, blurred, or distorted representations, and changing color, size, shape, perspective, context, foreground, or background. Organization has no obligation to use the Images or to exercise any rights granted under this Release. I acknowledge and agree that Organization has no liability to me for any editing or alteration of the Images or related materials, or for any distortion or other effects that may occur or be produced in connection with the taking, processing, editing, alteration, transmission, display, publication, or other use of the Images or related materials. Acknowledgement or credit of me in connection with the Images or related materials, if any, shall be determined by Organization in Organization's sole discretion.

I hereby release, discharge, and agree to indemnify and hold harmless the Organization, from any liabilities, claims, demands, actions, damages, suits, and expenses, including but not limited to claims for copyright infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, or any similar claim or cause of action in tort, contract, or other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims") as related to myself, and, to the fullest extent permitted by law, irrevocably waive on my own behalf, all legal and equitable rights related to any Claims that I have or may have by reason of or in connection with this Release.

I further acknowledge that participation is voluntary and that I will not receive financial compensation of any type associated with the taking or publication of any photographic portraits, pictures, quotations, digital or video images in the Organization's marketing materials or other Organization publications. I acknowledge and agree that publication confers no rights of ownership or royalties whatsoever.

I acknowledge and agree that I have no right and hereby waive any right that I may have to review, inspect and/or approve the Images, finished product, materials related thereto, or the copy that may be used in connection therewith, wherein my own Image or likeness appears, or the use to which it may be applied.

As applicable, I represent and warrant to the Organization that I have full authority to consent and authorize the Organization to use my likeness and name.

[Signature Page Follows]

**THIS IS A RELEASE OF LEGAL RIGHTS.  
READ IT CAREFULLY AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING**

I, \_\_\_\_\_ hereby agree and consent as follows.

A. I consent and authorize Digitunity, Inc., located at 120 N South Rd, Unit C 284, North Conway, NH \_\_\_\_\_ to use my likeness in any photograph, video or other digital media ("Photos") in any and all of its publications, including print or web-based publications.

B. I irrevocably authorize Digitunity, Inc. to copy, edit, enhance, crop, or otherwise alter any Photo for use in their publications. I also waive any rights for approval or inspection of any Photos.

C. I understand and agree that all Photos are the property of Digitunity, Inc., and will not be returned to me.

D. I acknowledge that I am not entitled to any compensation or royalties with respect to the use of the Photos.

E. I agree to release and forever discharge Digitunity, Inc. and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them, in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature or kind, known or unknown, which I, and anyone claiming on behalf of me, may have or claim to have against Releasee in connection with this Release.

F. I have carefully read and fully understand all the provisions of this Photo Release Form and am freely, knowingly and voluntarily signing.

**PLEASE CHECK THE APPROPRIATE BOXE(S) BELOW THEN SIGN YOUR NAME(S):**

☐ CONSENT: I have read and understand the Release and hereby certify and give my consent without reservation to the foregoing.

☐ I represent that I am at least eighteen (18) years of age and am fully competent to sign this Release.

\_\_\_\_\_  
(Individual's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Individual's Printed Name)

\_\_\_\_\_  
(Primary Phone Number)