

## General Release Form (For use of name, likeness, image, voice, performance, and/or biographical information)

## THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

In consideration for the opportunity to have my work or other promotional material distributed by or through Emerson College ("Emerson"), I hereby authorize Emerson, or those it designates, to record and publish my name, likeness, image, voice, performance and/or biographical information on film, videotape, audiotape, electronic media or otherwise ("Recordings") for use, in whole or in part, in perpetuity worldwide by Emerson and those it designates for educational, scholarly, promotional, job placement or other purposes, in any format or media now know or later created.

I consent to the use of my name, likeness, image, voice and biographical material in connection with the Recordings.

I grant and assign to Emerson all right, title, and interest in and to the Recordings, including without limitation, copyright.

I confirm that:

- (1) I have right to enter into this agreement;
- (2) My performance and the rights granted in this agreement will not conflict with or violate any commitment I have with any other person or entity;
- (3) Emerson has no financial obligation to me for the Recordings or this agreement;
- (4) I am solely responsible for the content and accuracy of any and all Recordings and material supplied under this agreement. Accordingly, I confirm that none of the Recordings or other material supplied under this agreement infringes on any copyright, trademark, right of privacy, or any other right of any other person or entity, and that nothing contained in the material supplied under this agreement is in any way false, libelous, obscene or otherwise contrary to law.
- (5) I am aware that the Recordings and other related material supplied under this agreement may be protected from involuntary disclosure under the Family Educational Rights and Privacy Act (FERPA). I hereby authorize Emerson to disclose the Recordings and any material contained in them. And further release Emerson and any person acting on its behalf form any and all liability in any way related to or arising out of such disclosure.
- (6) I understand that Emerson may publish or otherwise make the Recordings and information contained in them available to the public through, among other means, the Internet. I further understand that Emerson cannot police, regulate or otherwise control use of released into the public domain.

- (7) I understand that in the event Emerson publishes Recordings supplied under the terms of this Release in any format and/or posts such Recordings on any site, web page or other electronic media, Emerson may, in its sole discretion cease or recall any such publication and/or remove or take down any such electronic media at any time without prior notice.
- (8) I understand that neither this Release, not any of the statements contained in this Release, in any way obligate Emerson to publish or post Recordings supplied under this release.
- (9) I understand that the terms of this Release shall apply to any updates or revisions which I may make to any Recordings or related information supplied under the terms of this Release and that Emerson is not required to obtain a new release concerning any such updates or revisions prior to publishing or posting such updated or revised Recordings.
- (10) I understand that nothing in this Release shall relieve me of my obligations under any Emerson rules, policy or handbook provision.

I hereby release, discharge, and agree to hold harmless Emerson, its trustees, officers, employees, agents, representatives, affiliates and any and all persons or entitles acting on their behalf or pursuant to their permission, authority, direction or control from any liability (including, without limitation, any liability for negligence and liability arising out of the conduct of the third-parties) for any injury that may occur to me while performing or appearing in the Recordings or in any way arising from publication or posting or such assigns, licensees and sublicenses from any and all liability to me or to my successors, heirs or assigns for any claims, including, without limitation, claims for libel, defamation, exercise of rights granted under this agreement.

This agreement represents my entire understanding with Emerson concerning the material supplied hereunder. I have read this Agreement prior to signing it, and I understand and agree to its contents. This agreement may not be amended unless Emerson and I agree in writing. This agreement, which has been signed as a contact under seal, will be governed by and constructed under the laws of Massachusetts (excluding its conflicts of laws principles).

In the case of a minor, I hereby warrant that I am the legal guardian of the minor named below and have every right to contract for him/her in the above regard.

Date Signed (MM/DD/YYYY)

Year of Graduation

Printed Name (FIRST / LAST)

Hometown and Zip Code

Legal Signature

Print Minor Name (if under 18)