

AMERICAN CIVIL LIBERTIES UNION FOUNDATION

Image
Release and Agreement

Print Name: _____

Address: _____

Signature: _____ Date: _____

In consideration of my wish to allow the American Civil Liberties Union Foundation, Inc. (together with the American Civil Liberties Union, Inc., referred to herein as "ACLU") to use my likeness as displayed in the attached photograph ("Image"), I agree:

- (1) that I have the right to grant ACLU permission to reproduce the attached photograph without violation of third party rights;
- (2) that I irrevocably grant ACLU (and its affiliates, licensees, and assigns) the worldwide right in perpetuity to use my Image together with my name and biographical information/affiliation and I agree the ACLU may reproduce, distribute, create derivative works of, publicly display, perform and otherwise use the Image in all media now known or hereafter developed in connection with its mission, including for promotional or marketing purposes ("Materials");
- (3) that I irrevocably release ACLU (and its affiliates, licensees, and assigns) on behalf of myself, my heirs, family members, and executors from any claim of any nature, known or unknown, that I have or ever may have (including for invasion of privacy, libel, slander, portraying me in a false light, breach of my right of publicity or violation of copyright) based on use of the Image and the Materials as described above;
- (4) that the ACLU (and its affiliates, licensees and assigns) will own all rights, including copyrights, in the Materials it creates, and to the extent I have any rights in the Materials, I hereby irrevocably assign to ACLU all worldwide rights, including copyright;
- (5) that I will not receive any consideration from the ACLU for use of my Image or the Materials and acknowledge that neither the ACLU nor any of its affiliates, licensees or assigns has any obligation to use the Materials in any manner;
- (6) that the ACLU (and its affiliates, licensees, and assigns) will rely on this release and that I may not revoke it; and
- (7) that this Release (A) contains all of the terms and supersedes all other understandings between the ACLU and me regarding its subject matter and it may be amended only by a written document signed by the ACLU and me, and (B) is governed by the laws of New York State, without regard to its conflicts of law principles.

NOTE: If you are a California resident, you agree to the following:

You expressly waive all rights and benefit that you may have under California Civil Code Section 1542 which states: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

For other persons appearing in the photograph:

I have read the foregoing and fully understand the contents hereof. I hereby consent to the statements in sections 2 through 7.

Signature

Date

Signature

Date

Signature

Date

For participants under 18:

I, _____ represent that I am the [parent/legal guardian] of the above named individual. I have read the foregoing and fully understand the contents hereof. I hereby consent to the foregoing on his/her behalf.

Signature

Date