



**Consent, License to Use and Release Agreement**

I have voluntarily chosen to participate (or, where applicable, permit my minor child or ward to participate) in and/or submit on behalf of myself (or, where applicable, on behalf of my minor child or ward) photos, videos, personal stories and/or other content to TALKING ANGELS, a charitable California nonprofit corporation. In consideration of the benefits which I may receive or have received, if any, from my involvement (or, where applicable, my minor child or ward’s involvement) with TALKING ANGELS and any other valuable consideration, the receipt and sufficiency of which I acknowledge, I, for myself and on behalf of my family, heirs, next of kin and anyone else who might make a claim by or through me (or, where applicable, through my minor child or ward), do hereby:

1. Grant TALKING ANGELS (as defined below) **AN IRREVOCABLE, PERPETUAL, ROYALTY-FREE LICENSE TO USE MY NAME, PHOTOGRAPH, IMAGE, VOICE, LIKENESS AND PERSONAL STORY, (AND/OR, WHERE APPLICABLE, THE NAME, PHOTOGRAPH, IMAGE, VOICE, LIKENESS AND PERSONAL STORY OF MY MINOR CHILD OR WARD) IN WHOLE OR IN PART, IN ANY MEDIA** (collectively, the “Works”) for marketing and other lawful purposes now and in the future without further notification, inspection or approval by me, compensation to me, and/or cost to TALKING ANGELS. I acknowledge and agree that the consideration recited above constitutes full payment for the rights granted herein; that TALKING ANGELS shall be the exclusive owner of all rights, including copyrights and other intellectual property rights, in the Works; and that TALKING ANGELS may, but are not obligated in any way to, use the Works as part of a world-wide marketing campaign. “Talking Angels Parties” shall include TALKING ANGELS and/or any of its employees, officers, directors, shareholders, independent contractors, vendors, affiliates, franchisees, licensees, and agents; and
2. **FOREVER RELEASE, DISCHARGE, COVENANT NOT TO SUE, INDEMNIFY, HOLD HARMLESS, AND ABSOLVE** the TALKING ANGELS Parties from and against any and all **INJURIES, DAMAGES, CLAIMS, ACTIONS, RIGHTS, LIABILITIES, CAUSES OF ACTION, DEMANDS OR OTHERWISE**, which I have or may have (and/or, where applicable, that my minor child or ward has or may have or that I as the parent or guardian have or may have for, by, or through him/her) including those arising from the partial or sole negligence of the Talking Angels Parties and/or arising from or in any manner related to use of the Works, and which third parties have or may have arising from or in any manner related to use of the Works.

**I represent, warrant, covenant and certify that I: (i) am at least 18 years old and the age of majority in my state of residence, (ii) have read and understand this Consent, License to Use and Release Agreement (the “Agreement”), (iii) have full legal capacity to execute this Agreement on behalf of myself (or, where applicable, on behalf of my minor child or ward) and will not seek to disaffirm this Agreement, and (iv) have not made any prior contract or commitment in conflict with this Agreement.**

If any court of competent jurisdiction declares any provisions of this Agreement to be unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such unenforceable provision or provisions had never been contained herein. This Agreement shall be governed in accordance with the laws of the State of California, and I consent to exclusive jurisdiction and venue in the federal courts located within, and state courts of, the State of California. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise between the me and the Talking Angels Parties.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT INCLUDES A WAIVER OF LIABILITY AND RELEASE AND AN AGREEMENT BY ME TO INDEMNIFY THE TALKING ANGELS PARTIES AND I SIGN IT OF MY OWN FREE WILL.**

**Participant:**

Name (**Print**): \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**Parent (if participant is under age 18):**

Name (**Print**): \_\_\_\_\_

Signature: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_