

CONSENT AND RELEASE

For good and valuable consideration, I, _____, hereby grant permission to Santa Clara University ("SCU") in connection with the event in which SCU has invited me to participate on or about [_____] identified as [_____] ("Event") as follows:

1. "Materials" means collectively (i) the still and motion photography and the sound recordings(s) that may be made by SCU or its authorized agents at or around the Event (the "SCU Materials") and the (ii) any speeches, papers or other works presented or performed by me at the Event, and my name, likeness, image and voice (the "Licensed Materials").

2. I hereby grant to SCU a nonexclusive perpetual, worldwide right and license to (i) make the Licensed Materials available for viewing on the SCU website (e.g., posting a copy of my speech with my name and photo); and (ii) exploit the Licensed Materials as part of the SCU Materials or derivatives thereof (e.g., educational purpose, including without limitation SCU's promotional purposes or as part of educational programming made available [on a noncommercial basis] in any channel of distribution or media (including without limitation on the SCU website, or in print or other electronic media).

3. I acknowledge that SCU shall own have the right to register the copyright in the SCU materials in the name of SCU or in the name of SCU's authorized agent, or any nominee or designee of SCU. I hereby assign all right, title and interest I may have in the SCU Materials, including all copyrights, and tangible and intangible embodiments thereof. I hereby further waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with the exploitation of the Materials as set forth herein. I hereby release and discharge SCU, its representatives, successors, assignees, agents, employees, other persons acting under its permission or authority from any and all claims and liabilities arising out of or otherwise relating to use of the Materials as authorized herein.

4. I hereby relinquish any right that I may have to examine or approve any use, publication, modification, exhibition or other exploitation of the Materials and waive, to the extent possible, any claim that any such use constitutes a violation of any "moral rights"/ [SCU shall not intentionally mutilate or distort my image or voice by speeding up, slowing down, "morphing," reversing sequence, collaging or otherwise altering my image or voice in a disparaging manner that distorts the fundamental character of my image or voice in the Materials.]

5. I warrant that I am fully authorized to grant the rights granted in this Release. I understand that SCU will rely on the contents of this Release and I shall not have the right to enjoin the exploitation of the Materials as authorized herein or to rescind any rights granted to SCU hereunder. The rights granted herein inure to the benefit of the successors, assigns and designees of SCU.

Date: _____, 20_____

(Signature)

(Print Name)

(Address)

(IF THE ABOVE SIGNATORY IS UNDER THE AGE OF 18 YEARS, THE PARENT OF LEGAL GUARDIAN OF SUCH PERSONS SHOULD SIGN BELOW.)

I hereby warrant that I am the parent and/or legal guardian of the person who signed above, that I have caused said person to execute this Release, and that, knowing of your reliance hereon, I agree to cause said person to adhere to all of the provisions of said agreement.

(Signature)

(Print Name)

(Address)

If you do not wish to be recorded please sign below:

(Signature)

(Print Name)

(Address)