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## **CONSENT AND RELEASE FROM LIABILITY CAREERSAFE® YOUTH SAFETY VIDEO CONTEST**

In consideration for CareerSafe®: The National Youth Safety Initiative™ (“**CareerSafe**”) offering and facilitating the CareerSafe® Youth Safety Video Contest (“**Contest**”), reviewing and considering my submission to the Contest for eligibility to win a prize (as identified in the Official Contest Rules), I agree as follows:

1. I Understand and Agree to these Terms and Conditions. If I submit an entry to the Contest and accept this Consent and Release From Liability, I am indicating that I have read, understand, and agree to abide by this Consent and Release From Liability and the Official Contest Rules (available at [www.careersafeonline.com/contest](http://www.careersafeonline.com/contest)) for which I am submitting an entry (collectively, all these rules and terms will be referred to as the “**Agreement**”), all of which are incorporated by reference.
2. By Submitting My Video and Content I Am Assigning It and Waiving All Rights To It. All content submitted with this Agreement, including all graphics, video, text, audio, computer and html code, multimedia content, script, text, and any other written, audible, visual, audiovisual, and all ideas embodied in the foregoing and all other content (“**Content**”) that is contained in the submission will become the sole property of CareerSafe upon submission. Entrant hereby assigns, transfers, and conveys all right, title, and interest in and to the submission, including all associated copyright and other intellectual property rights to CareerSafe in perpetuity. Entrant hereby waives all rights he or she has or may have in their entry or any element thereof. Entrant agrees to sign any additional documents of transfer requested by CareerSafe and/or any of its successors, assigns, transferees or licensees evidencing this assignment and waiver of rights.
3. The Submission is My Own Work and Has Not Been Given, Licensed, Assigned or Published Before. Entrant represents and warrants that the entire Content of the submission is the original work solely of the Entrant. Entrant represents and warrants that the use, reproduction, display, and performance of the submission does not and will not violate any law and does not infringe or violate any intellectual property, privacy, publicity, or other right of any third party, and that the Content of the submission previously has not been given, licensed, assigned, conveyed, or published. Despite the previous sentence, Entrant represents and warrants that he or she has obtained written permission, consents, and waivers from all other people who appear, perform, or contributed in any way to the submission and that written permission was obtained when filming any portion of the Content on private property not owned by entrant. Entrant agrees, upon request, to provide to CareerSafe copies of signed licenses, appearances, releases, and agreements in connection with paragraph 2. Entrant has not, prior to the date of submission, given, licensed, assigned, or submitted any portion of the Content to any third party or submitted the entry to any other contest or website prior to the submission to this Contest.
4. Entrants Relinquish All Control Over Entries and Submissions. Entrant understands and expressly agrees that by assigning all right, title, and interest to the submission to CareerSafe: (a) Entrant will have no further right or control over the Content of the submission or any portion of the Content or submission; (b) the submission will be the exclusive property of CareerSafe in perpetuity; and (c) CareerSafe will have the exclusive right to use, reproduce, distribute, display, perform, edit, modify, combine with other materials or content, create derivative works from, exploit, assign, license or transfer any portion of, or all of the submission to any third party for any purpose and without further compensation to or authorization from Entrant or any third party. Upon submission, Entrant will have no further right to use, reproduce, distribute,

- display, perform, create derivative works from, or exploit in any manner the contents of the submission without the express prior written consent of CareerSafe or its successors, assignees or licensees, as applicable, regardless of whether or not CareerSafe or any successor, assignee, or licensee uses Entrant's submission for any purpose.
5. No Further Payment or Consideration Will Be Paid to Entrant Other Than Judging My Entry According to Contest Rules. Entrant understands that the only obligation of CareerSafe to Entrant is to judge the submission according to this Agreement and the standards or criteria for winning set forth in the Official Contest Rules. Unless Entrant's submission is selected for a prize according to the Official Contest Rules, Entrant will not be entitled to, nor receive, any further compensation for the submission, regardless of whether or how the submission may be used or exploited by CareerSafe. Neither CareerSafe nor any assignee, licensee, or any other party affiliated with CareerSafe or the Contest will be obligated to use the submission for any purpose.
  6. CareerSafe May Use Entrant's Name and Picture. Entrant expressly authorizes the collection, use, and disclosure of his/her name, voice, biography, image, likeness, signature and other personal identification or personal information by CareerSafe (and its successors, licensees and assignees), in connection with my submission and any promotion, marketing, or distribution of any product or service relating to the Contest, my submission, or in connection with the business of CareerSafe (and/or its successors, licensees and assignees). Entrant waives all rights of privacy, publicity, or related rights or claims arising from the use of Entrant's name, image, voice, likeness, signature, performance, or any related right in connection with this Contest, Entrant's submission and all related activities, including the use, reproduction, display, performance, and creation of any derivatives based upon or including use of Entrant's name, image, voice, likeness, signature, or performance.
  7. Entrant Indemnifies and Releases CareerSafe, Its Successors and Assigns From Claims Relating to My Submission and the Contest. Entrant agrees to indemnify and hold harmless CareerSafe, and its affiliated companies, together with each of their respective successors, assigns, licensees and each of their respective officers, directors, agents, representatives, and employees, from and against any and all claims, actions, damages, liabilities, losses, costs, and expenses of any kind (including, without limitation, attorneys' fees) which in any way arise out of or result from Entrant's breach of any of the representations, warranties, or other terms or conditions of this Agreement or any use of Entrant's submission, name, image, likeness, or biography. Entrant releases, discharges, and holds harmless CareerSafe, and its affiliated companies, each of their respective successors, assigns, licensees, and each of their respective officers, directors, agents, representatives, and employees (collectively, the "**Released Parties**"), from any and all claims, actions, damages, liabilities, losses, costs, and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or by reason of this Agreement, the Contest or Entrant's submission including, any use, exhibition or other exploitation of Entrant's submission or name, image, likeness or biography, or the exercise by CareerSafe or any other of the Released Parties, of any of the rights granted by Entrant under this Agreement, on any legal theory (including copyright infringement, misappropriation, personal injury, rights of privacy and publicity, false light, defamation, intentional or negligent infliction of emotional distress, or breach of contract). Entrant waives any claims Entrant may have against the Released Parties or any other party based on any usage of the submission, including, without limitation, copyright infringement, misappropriation, personal injury, rights of privacy and publicity, false light, defamation, intentional or negligent infliction of emotional distress, or breach of contract. Entrant agrees that this release will be

binding on Entrant and Entrant’s legal representatives, heirs, and assigns. I have read this release and am fully familiar with its contents. Entrant acknowledges that CareerSafe is relying upon this release in deciding to consider my submission for a prize, and, accordingly, Entrant irrevocably waives any and all rights to seek or obtain any injunctive or other equitable relief against any of the Released Parties.

- 8. I Understand That I May Not Transfer My Rights and Obligations Under This Agreement. Entrant acknowledges and agrees that Entrant may not assign, transfer, license, or authorize any third party to undertake any of Entrant’s rights or obligations under this Agreement without the express prior written consent of CareerSafe. Entrant acknowledges and agrees that CareerSafe may assign, transfer, license, or authorize any third party to undertake any of its rights or obligations under this Agreement.
  
- 9. I Am Authorized and Eligible to Accept This Agreement and I Understand That This Agreement Might Be Enforced Away From My Home Town. I have full power and authority to enter into this Agreement and to grant CareerSafe all the rights included in this Agreement. If any provision of this Agreement and release is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so as to effectuate the original intent of the parties and this Agreement will otherwise remain in full force and effect. This Agreement will be deemed to have been made in, and will be construed pursuant to the laws of the State of Texas and the United States without regard to conflicts of laws provisions. You agree that any claims or legal actions arising out of or relating to this Agreement, any submission, or your use of our website will be commenced and maintained only in a state or federal court located in College Station, Texas, and you submit to the jurisdiction and venue of any such court in connection with any such claim or action. Any amendments to this Agreement will be effective only if made in writing and signed by Entrant and CareerSafe (or any successor, assign or licensee of CareerSafe, as applicable). Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter in this Agreement.

**I have read, understand, and agree to all of the terms above as well as the Official Contest Rules. I understand that by accepting this Agreement I am effectively and irrevocably signing this Agreement effective as of today’s date, and that all rights relating to my submission will become the property of CareerSafe immediately upon submission.**

**ENTRANT**

**PARENT/GUARDIAN (if applicable)**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

Phone #: \_\_\_\_\_