# Publicity Release

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The headings of this Release are intended only to be a navigation guide. The headings do not have any substantive meaning or effect.

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We desire to use and publicize the Materials, including your name, image, likeness, appearance, and voice for advertising, promotion, and other commercial and business purposes. In exchange for the intangible value you will gain by participating in our publicity programs and other good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge, you give us your permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Release.

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***The Materials you submit may be made public.***

Without limiting the breadth of the terms of this Release, when you submit Materials, you understand and agree that the Materials may made public on the Site, via our digital mosaic, or shared with the community and public at large.

***You agree to waive all claims against us relating to your submission of the Materials.***

To the fullest extent permitted by applicable law, you hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**") arising directly or indirectly from the Authorized Persons' exercise of their rights under this Release or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part by the negligence of the Foundation or any other person, covenant not to make or bring any such Claim against any Authorized Persons, and forever release and discharge the Authorized Persons from liability under such Claims. You understand that the Foundation is relying on this Release and will incur significant expense in reliance on this Release.

***This Release cannot be modified, even by your modification of Materials.***

You agree that this Release cannot be terminated, rescinded, or modified, in whole or in part. While we enable you to modify certain Materials submitted to us, we can revoke that privilege at any time without notice. Your modification of any Materials does not in any way modify this Release nor does it change our rights to the Materials as originally submitted, including, but not limited to, our right to publicize the original Materials you submitted before you modified them. You agree that you have no right to, and waive any such right to, the deletion or transfer of the Materials

under any applicable law, including, but not limited to the General Data Protection Regulation and the California Consumer Privacy Act.

***You are making certain important representations to use when you submit Materials.***

You represent and warrant to us that you are at least eighteen (18) years of age, and you have full right, power, and authority to enter into this Release and grant the rights hereunder. You further represent and warrant to us that you will provide only true and correct statements and other information in connection with this Release, and the Authorized Persons' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith. You agree to defend, indemnify, and hold harmless the Authorized Persons from and against all Claims by third parties resulting from your breach or alleged breach of this Agreement or any of the foregoing representations and warranties.

***Other terms govern this Release.***

This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. You have not relied on any statement, representation, warranty, or agreement of the Foundation or of any other person on the Foundation’s behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Release. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. The Foundation may assign this Release and its rights hereunder, in whole or in part, to any person or entity without your consent or notice to you. This Release is binding on and inures to my benefit and the benefit of the Foundation and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).