

## REMEMBER WWII - APPEARANCE AND MEDIA RELEASE

I, the undersigned, authorize Remember WWII (RWWII), its parents, affiliates, subsidiaries, licensees, agents, representatives, officers, directors, employees, successors and assigns RWWII to make use of my appearance in the project currently entitled, The War Story Challenge ("project") and subsequent endeavors to license, publish, or distribute the interview and all of its footage.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree that RWWII may film and/or photograph me, and record my voice, conversation and sounds, in connection with my appearance. I understand that RWWII the owner of the results and proceeds of such filming, photographing and recording ("Materials") with the exclusive right, throughout the world, including copyright, to use and to license others to use all or any portion of the Materials, whether in connection with the Project or otherwise. RWWII is not obligated to use the Materials in the project or any subsequent endeavors.

I further agree that RWWII may use and license others to use the Materials, my name, voice, likeness, mannerisms, characteristics and any other biographical material concerning me for promotion, licensing, advertising, sale, recreations of events in connection with the Project or otherwise throughout the universe, in all media, now known or hereafter devised, in perpetuity. I further represent that any factual statements made by me during my appearance are true, to the best of my knowledge, and that neither my appearance nor any statements made by me will violate or infringe upon the rights of any third party.

I waive any right of inspection or approval of my appearance, including any Materials related to my appearance in the project. I acknowledge that RWWII will rely on this permission, potentially at substantial cost to RWWII and I agree not to assert any claim of any nature whatsoever (including any claims for injunctive relief or money damages, all of which I hereby knowingly waive) against anyone relating to the exercise of this permission or to the use of the Materials by RWWII, or with the consent of RWWII.

I agree to release, defend, indemnify and hold RWWII harmless from any and all claims, demands, costs (including outside attorneys' fees) and causes of action of any kind or nature whatsoever now and in the future, including without limitation defamation, bodily harm, infliction of emotional distress and invasion of privacy, arising out of or in connection with my appearance, statements or actions in or in connection with the project.

I agree not to pursue any monetary compensation for my part in the Project or any subsequent use of the video for which this contract is attached.

I am 18 years of age and competent to contract in my own name.

*PLEASE PRINT*

**Veteran's Name:**

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

**Interviewer's Name:**

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

*If the interviewer is a minor, I warrant and represent that I am the parent or legal guardian of the minor:*

**Parent/Guardian's Name:**

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