

Participation in Video/Audio Programming and Photography Release Form

(Name)

(Institution / Address)

I hereby grant to Xavier University and its authorized agents the following rights and permissions with respect to photographs, films, or voice recordings of me, or of materials owned by me (collectively hereinafter the "Materials"):

1. To use, reproduce, edit, publish, and re-publish the Materials for any educational purpose, including, without limitation, web publication, broadcast, illustration, instruction, publicity, marketing, or training;
2. To copyright the Materials under Xavier University's name or any other name designated by Xavier University; and
3. To use my name and likeness in connection with the Materials at Xavier University's discretion.

I hereby waive any right to inspect or approve the finished product or anything that may be used in connection with the Materials and any right that I may have to control the use to which said product or Materials may be applied. I also waive any right to royalties or compensation arising out of or related to the use of the Materials.

Special Restrictions (if any): _____

In consideration of Xavier University's support of this opportunity to provide these Materials, and because I am voluntarily providing these Materials, I release Xavier University from all claims relating to or in connection with the use of the Materials, whether foreseen or unforeseen, known or unknown, including, without limitation, any claims for negligence, libel, defamation, and any right to publicity or privacy. Further, I agree to the terms set out in this document (the "Release").

In this Release, "Xavier University" means Xavier University, all past and present directors, trustees, officers, employees, agents, insurers, attorneys, and any other party associated with Xavier University. I acknowledge that this Release shall be binding upon me, my heirs, executors, administrators, trustees, personal representatives, successors, and assigns. This Release shall be construed in accordance with the laws of the State of Ohio. Should any portion of this Release be held invalid, the remaining portion shall not be affected and shall continue to be valid and enforceable.

I certify that I have read and understand this Release, and I freely sign it, acknowledging the significance and consequences of doing so. I also acknowledge that I have had all my questions answered to my satisfaction regarding the Materials and this Release.

By signing this Release, I assert that I am at least 18 years of age. If I am not yet 18 years of age, I understand that my parent or legal guardian must also sign before I may provide the Materials.

Signature of participant: _____ Date _____

If under the age of 18:

Signature of Parent or Guardian _____ Date _____