



FAMILY RELEASE

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned adult individuals, on their behalf and on behalf of any minors identified below (“We” or, as applicable, “Us” and “Our”) irrevocably give Arizona Private Education Scholarship Fund, Inc. (“APESF”) permission and grant and license to APESF the right to film, record, and photograph each of Us (“Recording”) and to use (i) any image, appearance, and/or likeness of any of Us (“Image”) in a Recording, and (ii) any statement made by any of Us in any Recording (“Statement”) and/or in any and all of its printed or digital publications or other materials created by or on behalf of APESF in any medium or format whatsoever now existing or hereafter created that incorporate any of the foregoing (“Materials”). We understand and agree that any Recording, Image, Material, and/or Statement, including all copyrights and other intellectual property rights therein, is and shall forever remain the sole and exclusive property of APESF.

We hereby irrevocably assign to APESF, in perpetuity and in any medium or format whatsoever now existing or hereafter created without further consent from or any royalty, payment, or other compensation to any of Us, the right to (i) digitize, modify, alter, edit, adapt, create derivative works, display, publicly perform, exhibit, transmit, broadcast, reproduce, exploit, sell, rent, license, otherwise use, and permit others to use any Recording, Image, Material, or Statement, including any of Our names and/or voices as they appear in any Recording, Image, Material, or Statement and (ii) identify any of Us by name, voice, Statement, or Image and use any of Our names, voices, Images, or Statements.

We represent that none of us has given any money or anything else of value to APESF or any of its employees, agents, or representatives, or anyone else associated with APESF (“agents”) in exchange for any of the rights any of Us grants to APESF herein. Further, We acknowledge that since Our participation with APESF is voluntary, We will receive no financial compensation.

Furthermore, We represent that there is nothing in any of our backgrounds that would give APESF or any of Us cause to be concerned. Should unwanted contact of any kind come to any of Us by virtue of APESF’s use of any Statement, Recording, Material, or Image, We hereby release, agree to protect and defend, and forever discharge APESF from any and all liability.

To the fullest extent permitted by applicable law, each of Us hereby irrevocably waives 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, 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 APESF’s exercise of its rights under this Agreement or the production, exhibition, advertising, promotion, exploitation, or other use of any Recording, Material, Image, and/or Statement and, whether resulting in whole or in part by the negligence of Company or any other person, covenant not to make or bring any such Claim against APESF or any of its agents. Each of Us forever releases, holds harmless, and discharges APESF and its agents from any and all liability under such Claims.

We represent and warrant to Company that the signatories below have full right, power, and authority to enter into this Agreement and grant the rights hereunder on their behalf and on behalf of any minors identified below.

This Agreement constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. None of us has relied on any statement, representation, warranty, or agreement of APESF or of any other person on APESF'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 Agreement. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any claim or cause of action arising under this Agreement may be brought only in the federal or state courts located in Maricopa County, Arizona, and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

THE RELEASES HEREIN PROVIDE APESF WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING APESF TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR NAME, VOICE, IMAGE, STATEMENT, AND OTHER PERSONAL CHARACTERISTICS AS SET OUT ABOVE. BY CHECKING THE FAMILY RELEASE BOX ON THE APESF APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THE RELEASES HEREIN AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE APESF.

This consent represents that you are an adult and the parent or legal guardian of the minor whose name appears on the application and have the legal right to consent to and, hereby do consent in all respects to the terms and conditions of the Agreement, including the Releases contained herein.