

Kahoot! Image/Video RELEASE FORM

The undersigned enters into this Release with Kahoot! EDU Inc., a US company, with offices at Capital Factory #1608, 701 Brazos Street, Austin, Texas 78701 ("**Producer**").

I understand that Producer is producing a video about Kahoot! (the "**Production**"), and agree that Producer may record my name, likeness, image, statements, voice, appearance, and/or performance to be made part of that Production.

I grant to Producer and its designees the unrestricted, absolute, perpetual, world-wide right and license to use my name, likeness, image, statements, voice, appearance and performance as embodied in the Production whether recorded on or transferred to videotape, film, slides, photographs, audio tapes or any other medium of any type or nature, now known or later developed. This grant includes without limitation the right to edit, mix, duplicate, use and reuse the Production in whole or part, or distorted in character or form, as Producer may elect. Producer or its designee shall have complete ownership of the Production in which I appear, including copyright interests, and I acknowledge that I have no interest or ownership in the Production or its copyright.

I also grant Producer and its designees the right to display, reproduce, copy, modify, broadcast, transmit, exhibit, market, publish, sell and otherwise distribute and exploit the Production, either in whole or in part, and either alone or with other products and materials, for commercial or noncommercial television or theater, closed-circuit exhibition, home video distribution, and all other online, digital, and electronic distribution methods or for any other purpose in any medium (whether now known or later developed) that Producer or its designees in their sole and absolute discretion may determine. This grant includes the right to use the Production for (i) promoting or publicizing any of the uses and (ii) filing applications for copyright, domain names, trademarks and other similar registrations for the Production.

I agree that no use of the Production needs to be submitted to me for any approval and I expressly waive any right to inspect or approve the Production. I agree that I will not hold Producer, or anyone who receives permission from Producer to use the Production, liable for, and I hereby waive any claim of any nature I may have against Producer or any such other person, for use of the Production in accordance with the terms hereof, including, without limitation, for any use of the Production that might be deemed to be a misrepresentation of me, my character or my person due to distortion, optical illusion, faulty reproduction or otherwise.

I confirm that I have the right to enter into this Agreement, and that I am not restricted by any commitments to third parties from entering into this Agreement or including my name, likeness, image, statements, voice, appearance or performance in the Production. I acknowledge and agree that Producer has no financial commitment or obligations to me as a result of this Agreement or otherwise in connection with the Production. I hereby give all clearances, copyright and otherwise, for the use of my name, likeness, image, statements, voice, appearance, and performance embodied in the Production. I expressly release and indemnify Producer and its affiliates and its and their respective officers, employees, agents, contractors, subcontractors and designees from any and all claims or causes of action known and unknown arising out of or in any way connected with the Production and the above granted uses, license and representations. The rights granted Producer herein are perpetual and worldwide.

This Agreement is assignable by Producer without my consent to any successor which acquires all or substantially all of the stock, assets, or businesses of Producer.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to principles of conflicts of law. The exclusive forum for any actions arising out of or relating to this Agreement shall be the appropriate state or federal court sitting in the County of Travis, State of Texas, United States. Independent Contractor agrees to submit and hereby submits to personal jurisdiction in state and federal court in the Country of Travis, Texas.

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Kahoot! Image/Video RELEASE FORM cont...

I hereby acknowledge and agree that I will not receive any credit, payment, royalties or other consideration from Producer's use or non-use of my name, likeness, image, voice, appearance and performance, except the goodwill received and hereby duly acknowledged by me.

By signing below, I hereby release, discharge, indemnify, defend and hold Producer harmless from and against any claims, demand, and causes of action which I, my parent/guardian, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate, have or may have by reason of this agreement or the use of my name, likeness, image, statements, voice, appearance, and/or performance.

I hereby certify that my parent or guardian has also signed below and hereby agrees to all of the terms herein contained.

Participant Signature: _____

Printed Name: _____

Date: _____

Event Address: TSJCL 2019 at Anderson High School 8403 Mesa Drive, Austin, TX 78759

I, _____, acknowledge that I have acted as the guardian of _____, the individual who has executed the above and who is a minor. I agree to defend, indemnify, and hold harmless Producer (as defined above) and its agents against loss from any claim, action, or demand that may be brought at any time by the minor or by anyone acting on the minor's behalf for the purpose of enforcing a claim for damages on account of the making, use or any circumstance that may have occurred in the production, dissemination, or use of the Production (as defined above).

Signature of Parent or Guardian: _____

Printed Name of Parent or Guardian: _____

Date: _____

Home Address: _____