

## **BLACK GIRLS CODE**

### **PHOTO/VIDEO CONSENT AND RELEASE AGREEMENT**

I hereby grant to Black Girls CODE, a California non-profit public benefit corporation, and its affiliates, and each of their successors and assigns (collectively referred to here as “**BGC**”), the worldwide, perpetual right to use in any manner, without limitation, (i) my child’s work product produced at BGC workshops and events; (ii) any recordings, of or related to, my child’s participation in, and/or my attendance at, BGC workshops and other events (“**BGC Events**”), including but not limited to, photographs, videos, and sound recordings (“**Recordings**”); (iii) any other information or materials that I or my child may provide to BGC; and (iv) use of my name or my child’s name with any materials or recordings provided to, or collected by, BGC pursuant to subsections (i) through (iii) (collectively referred to as “**Promotional Materials**”) for the purposes of promoting BGC. This grant extends to all languages, media, formats, and markets now known or hereafter devised.

I further understand and agree that: (i) third party news and media outlets will be invited to attend BGC workshops and events (the “**Invited Media**”); (ii) the Invited Media may take Recordings of me or my child as part of a record of BGC Events, and may use my and/or my child’s name(s) in connection with such Recordings (“**Invited Media Recordings**”); (iii) the Invited Media may use, reproduce, and distribute the Invited Media Recordings and any Promotional Materials which BGC may provide to the Invited Media, in all media, for purposes of reporting on BGC and/or the BGC Events; and (iv) BGC may use, reproduce, and distribute the Invited Media Recordings for the purposes of promoting and providing BGC and/or the BGC Events. This permission extends to all languages, media, formats, and markets now known or hereafter devised.

I forever waive any rights of publicity and privacy with respect to the Promotional Materials and Invited Media Recordings, and any other legal or moral rights that might preclude BGC’s or the Invited Media’s use of the Promotional Materials or Invited Media Recordings or require my permission for BGC and/or the Invited Media to use the Promotional Materials and/or the Invited Media Recordings.

I acknowledge and agree that all editorial decisions regarding the use of the Promotional Materials and Invited Media Recordings are solely at BGC’s or the Invited Media’s discretion, as applicable, and that BGC and the Invited Media may summarize or otherwise edit the Promotional Materials and/or Invited Media Recordings. In addition, I hereby waive any right to inspect or approve the Promotional Materials or Invited Media Recordings before they are published or otherwise used. I acknowledge and agree that BGC and the Invited Media have no obligation to use any Promotional Media or Invited Media Recordings.

I hereby release, hold harmless, and forever discharge BGC and the Invited Media and its and their affiliates, officers, employees and/or agents from any and all claims, actions, causes of action, demands, rights, damages, costs, and expenses (collectively, “**Claims**”) arising out of, related to, or in any way connected with the (i) exercise by BGC and the Invited Media of the rights granted herein and (ii) use of the Promotional Materials or Invited Media Recordings,

including, without limitation, any and all claims for invasion of privacy, infringement of my rights of privacy and/or publicity, infringement of my intellectual property rights, defamation, or portrayal in a false light. I acknowledge and agree that if I am a California resident, I hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

I understand that I have the right to revoke this authorization by notifying BGC in writing. If I revoke this authorization ("**Notice of Revocation**"), BGC will no longer use the Promotional Materials or Invited Media Recordings which would require my consent, except to the extent that BGC has used or disclosed them prior to my written revocation and except for such uses and disclosures after my written revocation as are reasonable to conclude promotional activities (*e.g.*, exhausting existing print materials) commenced prior to my written revocation in reliance on my authorization. I acknowledge and agree that BGC has no control, cannot prevent, does not review, and cannot be responsible for, the uses of any Promotional Materials, Invited Media Recordings, or other photographs, videos, or sound recordings by third parties, including but not limited to, use of such media by the Invited Media or any other BGC workshop or event participants, even after I have provided such Notice of Revocation.

This Consent and Release Agreement (the "**Agreement**") shall be governed by the laws of the State of California, without regard to any conflicts of law principles that would require the application of the laws of any other state. This Agreement shall be binding on me, my heirs, representatives, successors, and assigns. This Agreement represents the complete agreement between me and BGC with respect to the subject matter contained herein and supersedes any other discussions, negotiations, and agreements, whether oral or written, with respect thereto. This Agreement may only be amended by a writing signed by me and an authorized BGC representative.

By executing this Agreement, I represent that I am at least eighteen (18) years old, that I am the parent or legal guardian of \_\_\_\_\_ (the "**child**"), and that I have read, fully understand, and agree to be bound by the terms and conditions of this Agreement.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_  
Print Parent or Guardian Name

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