

CONSENT AND RELEASE – NON-PAYMENT

I, _____, EFFECTIVE AS OF THIS DAY OF _____ ACKNOWLEDGE AND AGREE WITH COLLEGE OF NEW CALEDONIA or successor representatives, in consideration of the opportunity for me to participate in the Recordings described below and for other good and valuable consideration (the receipt and sufficiency of which I acknowledge), **AS FOLLOWS:**

- 1. I AM ENTITLED TO ENTER INTO THIS AGREEMENT, WHICH WILL APPLY TO ALL RECORDINGS IN WHICH MY IMAGE APPEARS, AND THESE RECORDINGS MAY OR MAY NOT BE USED BY COLLEGE OF NEW CALEDONIA IN WHOLE OR IN PART.**

I acknowledge that College of New Caledonia desires from time to time to use photographs, audio recordings, video recordings, digital images, sketches, notes, written extractions and other forms of recording (collectively, "Recordings") that capture my image, likeness, voice, performance, opinions, name or related personal information (or any or all of these) (collectively, "Image"). This Agreement shall apply to all Recordings, and my Image as it appears in all Recordings, made available to College of New Caledonia, whether such Recordings have been made or taken: a) by any representative of College of New Caledonia including any past, present or future employee, appointee, advisor, officer, agent, volunteer, contractor, subcontractor, successor, licensee or assignee of College of New Caledonia (each, a "Representative"); or b) by me or any other person and submitted by me or any other person on my behalf, and therefore with my consent, to College of New Caledonia or a Representative. I further acknowledge and agree that College of New Caledonia and its Representatives may, but are under no obligation to, make any Use of the Recordings, in whole or in part. I represent and warrant that this Agreement does not in any way conflict with any existing commitment on my part with respect to the Use or capture of my Image in any Recordings.

- 2. MY IMAGE MAY BE USED AND DISCLOSED FOR BROAD PURPOSES AND THE RECORDINGS USED IN ANY MANNER.**

Unless otherwise agreed in writing, I unconditionally consent, authorize and grant in perpetuity to College of New Caledonia and its Representatives all necessary authority, right and license throughout the World, and in their sole discretion, to: a) store and Use my Image as it is captured in the Recordings; and b) Use the Recordings without limitation or restriction. For the purposes of this Agreement, "Use" or "Used" means: a) both commercial and non-commercial use and unlimited disclosure of and access to my Image for public relations, public promotion, advertising, marketing, educational and editorial purposes; b) unlimited use or exploitation of the Recordings for any internal or external purpose, including for public relations, public promotion, advertising, marketing, educational, editorial or any and all other commercial or non-commercial purposes whatsoever, and further includes the right to print, reproduce, copy, distribute, sell, loan, exhibit, display, publish, broadcast or communicate the Recordings in all forms, media and technologies now known or hereafter developed, including via the Internet; and c) the right to alter, change or modify my Image and/or the Recordings or to combine or incorporate all or any parts of my Image and/or the Recordings into other works, create derivative works from my Image and/or the Recordings and the right to use my Image and/or the Recordings alone or in combination with other persons or images, including with the marks and branding of College of New Caledonia or its Representatives.

- 3. I DO NOT OWN THE RECORDINGS MADE BY/FOR COLLEGE OF NEW CALEDONIA, OR MY IMAGE AS IT APPEARS IN ANY RECORDINGS.**

I confirm that, as between myself and College of New Caledonia, College of New Caledonia owns and will retain all right, title and interest throughout the World in and to all Recordings made or taken by it or any of its Representatives, as well as my Image as it appears in any Recordings. I hereby irrevocably and unconditionally assign and grant to College of New Caledonia all assignable right, title and interest and waive in favour of College of New Caledonia all non-transferable rights and interests, including any "moral rights", that I have or may acquire (including personality and publicity rights) in Recordings made or taken by College of New Caledonia or any of its Representatives, and my Image as it is captured or Used in any Recordings. College of New Caledonia may license or assign its rights in the Recordings to third parties and I agree that, in such event, the preceding sentence will extend to all such parties and their assignees and licensees.

- 4. I AM NOT ENTITLED TO RECEIVE ANY PAYMENT FOR THE USE OF THE RECORDINGS OR THE USE OF MY IMAGE IN THE RECORDINGS .**

Unless otherwise expressly agreed to in writing in advance, no royalties, fees or other form of payment or compensation whatsoever will be provided to me for or in connection with this Agreement or any current or future Use of my Image or the Recordings. College of New Caledonia and its Representatives may, but are not obligated to, in their discretion, identify me in connection with their Use of the Recordings or my Image as it is captured in the Recordings.

5. **I AM GIVING UP MY RIGHT TO SUE, AND I HAVE NO RIGHT TO APPROVE THE USE OF MY IMAGE OR THE RECORDINGS.**
I hereby waive my rights and release and agree to hold harmless College of New Caledonia and all of its Representatives from any and all claims of any nature whatsoever which I may now or in the future have against any or all of them by reason of any fact or matter in any way relating to or arising from their ownership or Use of my Image or the Recordings, or otherwise relating to the subject matter of this Agreement. I hereby waive any right that I may have to approve, at any time, the manner of Use of the Recordings or the Use or appearance of my Image as it is captured in the Recordings.

6. **NO OTHER AGREEMENT IMPACTS THIS AGREEMENT; ALL CHANGES MUST BE AGREED IN WRITING; BC LAW APPLIES.**
This Agreement is the entire agreement between the parties relating to the subject matter of this Agreement and any modification must be in writing and signed by College of New Caledonia. This Agreement will be governed by the laws of British Columbia and the laws of Canada applicable therein and the courts of British Columbia sitting in Victoria will have exclusive jurisdiction over any dispute arising from or relating to this Agreement or its subject matter.

BY SIGNING BELOW I CONFIRM THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT IT IS MY INTENTION TO ENTER INTO AN AGREEMENT TO WAIVE MY RIGHTS, INCLUDING MY RIGHT TO SUE, WITH RESPECT TO THE USE OF THE RECORDINGS AND MY IMAGE AS CAPTURED IN THE RECORDINGS.

In the event that the Image is that of a person under the age of 19 years, whose name is _____ (the "Minor"), I represent and warrant that I have the authority to, and I do hereby, agree for and on behalf of the Minor, as well as myself, to all of the terms and conditions contained in this Agreement.

SIGNED AND DELIVERED BY ME THIS ___ DAY OF _____, 20__.

Signature

Witness Signature

For more information regarding this agreement, please contact CNC Procurement Services at purchasing@cnc.bc.ca.