



Lead the Way Workforce Development Video Contest PARTICIPANT (TALENT) RELEASE FORM

Once completed and signed please submit this form using one of the options below:

Option 1: Fax to 212-720-7841

Option 2: Scan and email PDF to: nyfed.regionaloutreach@ny.frb.org

I have agreed to appear in a video that has been or is expected to be submitted to the Lead the Way Workforce Development Video Contest (“Contest”) sponsored by the Federal Reserve Bank of New York (“New York Fed”)

Video Name: _____

Print Name of Participant(s): _____

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, I, the undersigned, agree as follows:

1. I hereby agree and consent to the use of my name (including any and all nicknames, and aliases), voice, image, likeness, any and all attributes of my personality, and/or any and all of my acts, poses, plays and appearances (collectively, “Name and Likeness”) in, on or in connection with, any film, audio tape, video tape, audio-visual work, sound recordings, photograph, illustration, animation, or broadcast, any derivative works or versions thereof, (collectively, the “Recordings”) in any media or embodiment, now known or hereinafter to become known, in connection with the Contest.
2. I accept and agree that nothing in this Release shall be construed to create, nor does it create, nor has it had the intention to create an employer-employee relation, nor a joint venture, partnership, association, or other type of affiliation between me and that the New York Fed. In addition, I hereby accept and acknowledge that the New York Fed do not assume and will not have any obligations and/or liabilities to me or to any other person for the use of my Name and Likeness in the Recordings, and/or for their exercise of the rights granted pursuant to this Release.
3. I hereby grant the New York Fed, its Contest partners and their subsidiaries, affiliates, officers, employees its agents, successors and assigns, and those acting under their permission, or upon their authority (collectively “the Released Parties”), the unlimited, exclusive, worldwide, perpetual, irrevocable and royalty-free right and permission to use, copy, reproduce, modify, adapt, distribute, sell, license, transmit, broadcast, display, exhibit, project, publish, circulate, and otherwise exploit, any and all renderings of my Name and Likeness in, or in connection with, the Recordings or any derivative works or versions thereof, in any media whatsoever, whether now known or hereinafter to become known. Without limiting the generality of the foregoing, it is understood and agreed that the granted



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rights include theatrical, television, online, dramatic stage, radio, sound recording, music, publishing, merchandising, advertising, marketing and publicity rights (including without limitation in connection with the creation, development, production, marketing, promotion, distribution and sale of any of the products and services of the Released Parties), in all media or means of every nature whatsoever, whether now known or hereafter devised.

4. I hereby accept and acknowledge that the Released Parties shall have the complete, final and unfettered control and approval of all business, financial and creative aspects of and decisions with respect to the Recordings. It is expressly agreed that I shall not have any right of approval with respect to the Recordings, or any element thereof, all such approvals being vested solely in the Released Parties, which may change or rewrite same at its sole discretion.
5. I hereby accept and agree that any and all literary, dramatic and musical material, as well as inventions, designs, photographs, drawings, and plans of any kind containing all or any part of any of the foregoing, written, supplied or improvised by me, whether or not in writing, in or in connection with the Recordings (the "Works") shall be considered as a work commissioned or specially ordered as a part of a motion picture or a Work Made for Hire (as that phrase is defined by the United States Copyright Act) and, accordingly, shall be owned by and for the express benefit of the Released Parties. In the event that Works do not qualify as a Work Made for Hire, for no additional consideration, I hereby agree to and do hereby assign to the New York Fed any and all of my rights, title and interest in the Works including without limitation, worldwide copyrights, along with their respective renewal rights. Moreover, I hereby accept and acknowledge that, because the Works are considered as Work Made for Hire, the Works are not protected by any "moral rights of authors", and if they are or if the Works do not qualify as Work Made for Hire, I hereby waive any and all "moral rights of authors" over the Works.

I agree to execute such further documents and instruments as the Released Parties may reasonably request in order to effectuate the terms and intentions of this Release. In the event that I fail or am unable to execute any such documents or instruments, I hereby appoint the Released Parties as my irrevocable attorney in fact to execute any documents or instruments requested in order to effectuate the terms and intentions of this Release; provided that such documents and instruments will not be inconsistent with the terms and conditions of this Release. The Released Parties' rights under this Section constitute a power coupled with an interest and are irrevocable.

6. I hereby expressly release the Released Parties from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind (directly or indirectly) arising out of or in connection with the recordings (including, without limitation, claims, costs, injuries, losses, and damages related to personal injury, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, warranty, tort (including negligence, whether active, passive, or imputed), strict liability, product liability, contribution, or any other theory, for expenditures, investments or other



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obligations or commitments incurred or made by me in connection with the recordings, or on account of any other thing or cause whatsoever. In addition, I expressly release the New York Fed from any and all obligations and/or liabilities related to, directly or indirectly, the use of my Name and Likeness in the Recordings, and/or for their exercise of the rights granted pursuant to this Release.

7. I hereby agree to indemnify and hold harmless the Released Parties for and against any claim, damage, civil or criminal liability, fine, charge, expenses (including without limitation attorney's fees) or loss, directly or indirectly, as a result of: (1) any breach by me of this Release; (2) negligent or intentional acts or omissions by me, and/or any other person acting on my behalf; (3) the infringement of any patents, copyrights, trademark, trade name, trade secrets, privacy rights, right of publicity or any other rights of any person or entity by me; (4) any misrepresentation made by me in connection with this Release; and/or (5) for my failure to comply with any law, rule or regulation applicable to, or that has to be complied with by me and/or any other person acting on my behalf.
8. I hereby accept and acknowledge that I (i) have had an opportunity to have the counsel of my choice fully explain the words and terms used in this Release, and (ii) I fully understand the words and terms used in the Release and its effect.
9. Any provision of the Release that is declared invalid or unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof.
10. I hereby agree to abide by the terms and provisions contained in this Release. I hereby declare and represent that no promises, inducements or agreements have been made to me; and that I am competent to execute this document; that I had read the Release and understand its contents and execute this document voluntarily.

IN WITNESS WHEREOF, the Participant has duly executed and delivered this Release as of the day and year last below acknowledged.

By: _____



**Lead the Way Workforce Development Video Contest
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Signature

Print Name: _____

Address: _____

Telephone: _____ E-mail: _____

Date: _____ 2015