

## Photograph Release and Indemnity ("Release")

**Releasees:** The "Releasees" in this Agreement are the Texas State University System ("System") and the \_\_\_\_\_(Name of Institution), and its governing board, and the officers, employees, and representatives of the System and Institution.

**Consent:** For good and valuable consideration, I hereby grant to Releasees full and complete rights to the use of the below named minor-child's image (still photograph or video), with or without the use of my minor-child's name, in print and electronic publications or productions promoting the Institution, the System, or its colleges and/or programs. This Release is given without charge to or any remuneration from Institution or System.

I authorize Institution to (a) record minor-child's likeness and voice on a video, audio, photographic, digital, electronic or any other medium; and (b) use my name in connection with these recordings. I hereby irrevocably assign, transfer, release and convey to Institution, in perpetuity, throughout the universe, a nonexclusive and royalty-free license to use the recordings above, as well as all intellectual property rights embodied in or pertaining to any of the foregoing and the complete right to exploit or otherwise use those recordings, in any form of medium, expression or technology now known or hereafter known or developed.

I waive the right to inspect or approve any reproduction of my minor-child's physical likeness or voice or my minor-child's voice recording, and I release and discharge Releasees from all claims in connection with the use of my minor-child's physical likeness, voice, and name.

I further acknowledge that my agreement is voluntary and that I will not receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other Institution or System publications. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever. I understand that all recordings, in whatever medium, shall remain the property of Institution and/or System.

**Release:** I hereby release and hold harmless Releasees from any claims of copyright, libel, slander, invasion or violation of privacy, or other similar rights that I may hold or assert. I release Releasees and those acting pursuant to its authority from any and all liability for any violation of any personal, intellectual or proprietary right I may have in connection with such use by Institution and/or System. I intend this Release to bind not only me but also my personal representatives, estate, heirs, next of kin, and assigns. This Release includes all claims, whether or not caused by Releasees' own negligence.

**Indemnity:** I agree to indemnify and hold harmless Institution and System from any loss, damage, liability, or costs that they may incur from the Institution's or System's use of my minor-child's image, name, or voice.

I understand that all such recordings, in whatever medium, shall remain the property of Institution and/or System. I have read and fully understand the terms of this Release.

**Name of Minor-child:** \_\_\_\_\_

**Parent/Guardian's Signature:** \_\_\_\_\_

**Parent/Guardian's Printed Name:** \_\_\_\_\_

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