



## RELEASE & CONSENT FOR PUBLICATION FORM

For value received, and with knowledge that EMO intends to act in reliance hereon, by submitting my photograph, video and biographical information, I agree to the following:

1. I Irrevocably grant to Ebony Media Operations, LLC, its affiliates, successors, divisions, assigns, sponsors, licensees and anyone acting with EMO's permission (collectively, "EMO") the absolute, royalty-free, license and permission to use, reuse, publish, republish, copy, distribute, modify, display and copyright in perpetuity any photograph, video and biographical information submitted by me ("Submission") in response to the request by EMO, EBONY Magazine or EBONY digital ("EBONY"), in whole or in part, either alone or accompanied by other material, in any manner or form, throughout the universe, for the purpose of editorial, marketing, promotional, publicity, trade, commercial or any other lawful purpose whatsoever, in any media now known or hereafter developed, including, without limitation, on any EMO web site, such as ebony.com and jetmag.com (collectively, "EMO websites"). I hereby grant EMO the absolute, royalty-free, license and permission to use my name, voice, likeness, image and statements. I also grant each user of the EMO Websites, a nonexclusive license to access my Submission through the EMO Websites, and to use, reproduce, distribute and display such Submission as permitted through the functionality of the relevant EMO Website and under the relevant EMO Website's Terms of Service.
2. I agree that I will indemnify and hold EMO harmless from any liability arising from the use of my name, likeness, image, statement or any Submission. Further, I hereby release EMO from any claim which I may have or which I think I may have, arising out of the publication and use of any part of my Submission, name, voice, likeness, statements, or image.
3. I warrant, represent and agree that: (a) I have full power and authority to enter into this Release and Consent for Publication ("Release") and to grant the rights pursuant to this Release; (b) the exercise of those rights will not violate any law or right of any person or in any way conflict with any existing commitment on my part; (c) no third parties are featured or depicted in my Submission; (d) my Submission does not contain material that violates or infringes another person's rights, including, but not limited to, privacy, publicity or intellectual property rights, or that constitutes copyright infringement; (e) my Submission does not contain any commercial or corporate advertising (including, without limitation, trademarks, corporate logos, brand names and slogans), recognizable branded products or commercial artwork; (f) my Submission is original and consists solely of photos, video or writing created by me; (g) my Submission does not contain material that is false, fraudulent, deceptive, misleading, hateful, tortious, threatening, disparaging, harassing, profane, obscene, pornographic, indecent, inappropriate, trade libelous, defamatory, slanderous, libelous or injurious to any individual, EMO or any third party (as determined in EMO's sole discretion); (h) my Submission does not contain material that promotes

bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (i) my Submission does not contain material that is unlawful, in violation of or contrary to any laws or regulations; and (j) my Submission has not been exhibited or displayed publicly through any means previously.

4. I further understand that EMO is under no obligation to publish or otherwise use any part of my Submission. I hereby waive any right to inspect, approve or object the Submission or the editorial, visual, advertising copy or the printed material that may be used in conjunction therewith and the use to which such depictions, likeness or reproductions, or any of the foregoing maybe applied.
5. This Release will be governed by and construed in accordance with Illinois law. By accepting the terms of this Release by signing below, I submit to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois for any action arising from or related to this Release. I further agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Illinois, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

*I have read the above release, prior to accepting its terms, and I am fully familiar with its contents. By providing my submission to EMO and signing below, I understand that my submission serves as an agreement to be bound by the terms of this release. I attest that I am at 18 years of age and that I fully understand and agree that this release will be binding upon me and my heirs, legal representatives and assigns. In jurisdictions where the age majority is older than 18 years of age, I attest that I am the parent or legal guardian of the individual submitting the photographs, video and biographical information and that by signing below, I consent on behalf of my minor child and myself and I fully understand and agree that this release will be binding upon me and my minor child as described herein.*

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF COLLEGE/UNIVERSITY (please print): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NUMER: \_\_\_\_\_ EMAIL: \_\_\_\_\_