

# *The Colonial Williamsburg Foundation*

## PUBLICITY WAIVER AND RELEASE AND CONSENT TO USE MATERIALS (MINOR)

The Colonial Williamsburg Foundation, a Virginia non-stock corporation, and the Colonial Williamsburg Company, a Virginia corporation (collectively, "Colonial Williamsburg") desire to use and publicize the name, likeness and other personal characteristics and private information of the minor named below ("Child") for advertising, promotion, and other commercial and business purposes. In exchange for good and valuable consideration, as the Child's [parent or legal guardian], I give Colonial Williamsburg my permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Publicity Waiver and Release and Consent to Use Materials (this "Agreement"), and I understand, agree with and acknowledge the following:

I, \_\_\_\_\_, hereby irrevocably permit, authorize, and license Colonial Williamsburg and its affiliates, successors, and assigns and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them ("representatives," and together with Colonial Williamsburg, the "Authorized Persons") to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use my Child's name; voice, likeness, including my Child's picture, portrait, or other image; and other personal characteristics and private information and the comments/text set forth below (if applicable) created by my Child (collectively, the "Materials"); on a perpetual basis throughout the world and in any medium or format whatsoever, separately or together, whether now existing or hereafter created, including but not limited to, in and on magazines, brochures, and other print publications, electronic, magnetic, and optical media, television broadcasts, radio broadcasts, display, point-of-sale, and other advertising and promotional materials, press releases, the internet, and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of Colonial Williamsburg and its businesses, products, and services, without further consent from or royalty, payment, or other compensation to me or my Child.

I agree that Colonial Williamsburg shall have the right to, alter, edit, or otherwise manipulate the Materials in any manner it deems appropriate, and to use such Materials in conjunction with text, sound, and other images, including the likeness of others and to copyright any such uses in its name. Conversely, Colonial Williamsburg has no obligation to use the Materials or to exercise all or any of the rights granted herein. I acknowledge and agree that neither I nor my Child has any right to review or approve Materials before they are used by Colonial Williamsburg, and that Colonial Williamsburg has no liability to me or my Child for any editing or alteration of the Materials or for any distortion or other effects resulting from Colonial Williamsburg's editing, alteration, or use of the Materials.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE CHILD NAMED BELOW, WITH AUTHORITY TO ENTER INTO AGREEMENTS AND TO PROVIDE THE FOREGOING CONSENTS AND RELEASES. I FURTHER CERTIFY THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT, THAT I AM KNOWINGLY AND VOLUNTARILY ENTERING INTO THIS

AGREEMENT, AND THAT I FULLY ACCEPT THE TERMS AND CONDITIONS SET FORTH HEREIN ON BEHALF OF MYSELF, MY CHILD, AND MY CHILD'S HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND FAMILY MEMBERS.

First and Last Name of Minor Child: \_\_\_\_\_

**Parent/Legal Guardian:** \_\_\_\_\_

Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Parent/Legal Guardian:** \_\_\_\_\_

Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_