



Department of  
Education

Office of Communications and Media Relations  
52 Chambers Street, New York, NY 10007  
Tel: 212.374.5141 Fax: 212.374.5584

**CONSENT TO PHOTOGRAPH, FILM, OR VIDEOTAPE A STUDENT FOR NON-PROFIT USE**  
(e.g. educational, public service, or health awareness purposes)

Student Name: \_\_\_\_\_ School: \_\_\_\_\_

I hereby consent to the participation in interviews, the use of quotes, and the taking of photographs, movies or video tapes of the Student named above by MS 447, Code.org, and NBA Cares

I also grant to MS 447, Code.org, and NBA Cares the right to edit, use, and reuse said products for non-profit purposes including use in print, on the internet, and all other forms of media. I also hereby release the New York City Department of Education and its agents and employees from all claims, demands, and liabilities whatsoever in connection with the above.

Signature of Parent/Guardian (if Student is under 18): \_\_\_\_\_ Date: \_\_\_\_\_

Address of Parent/Guardian: \_\_\_\_\_

**OR**

Signature of Student (if 18 or over): \_\_\_\_\_ Date: \_\_\_\_\_

Address of Student: \_\_\_\_\_



### **CONSENT AND RELEASE FORM**

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and in connection with my admission to, and/or voluntary participation in, the **NBA Cares & Code.org Hour of Code Event** at MS 447 (Student's School) during the 2014 – 2015 school year (the "**Event**"), I hereby:

1. acknowledge and **accept sole responsibility** for all of the hazards and risks to me and my property associated with or related to my participation in the Event and for any damage or injury that I may cause to others;

2. **release, waive and forever discharge** any and all claims of damages or causes of action, including but not limited to, death, personal injury or loss or damage to property, which I or any of the my representatives, heirs, next of kin or assignees (my "Representatives") may have or which may hereinafter accrue to me or my Representatives as a result of my voluntary participation in the Event or arising from the permission granted below and which may be asserted by me or my Representatives against NBA Properties, Inc. ("NBAP"), NBA Entertainment (a division of NBAP), NBA Media Ventures, LLC, NBA Store, LLC, the National Basketball Association and any of its member teams, New York City Department of Education, any sponsor, promoter or advertiser of the Event, and any of their respective related entities, subsidiaries and affiliates (collectively, "**Released Entities**"), and for each such Released Entity, its respective officers, directors, owners, governors, officials, volunteers, employees, agents, representatives, successors, and assigns (collectively, and together with the Released Entities, the "Releasees"), whether caused by the acts, omissions or negligence of any Releasee or by any other person or entity;

3. **grant permission** to the Released Entities (or their respective licensees) to utilize Student's first name, voice, statements, photograph, image, likeness, and actions in any live or recorded form (including, but not limited to, any form of video display or other transmission or reproduction), in whole or in part, solely for promotional purposes related to the NBA Cares Hour of Code program, and not for any commercial or product endorsement purposes, in perpetuity worldwide in any media whether now known or hereafter created without any additional consideration.

#### **AGREED TO AND ACCEPTED:**

In consideration of the Participant's participation in, or admission to, the Event, I, by my signature below, and in my capacity as Participant's parent or guardian, hereby (a) give permission for the Participant, who is my child or ward, to attend, and/or participate voluntarily in, the Event and (b) acknowledge and agree to all of the terms set forth in this Release and Eligibility Form.

Student Name: \_\_\_\_\_

Name of Parent or Guardian: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_



## TALENT RELEASE & LICENSE

THIS TALENT RELEASE AND IRREVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") between **Code.org**, a federally registered 501(c)(3) organization (the "Company"), and \_\_\_\_\_ ("I" or "Me").

For good and valuable consideration, the existence of which is confirmed by the parties, I hereby grant to the Company, with respect to the photographs, film, digital images, recordings, renderings, or tape taken of me, my name and/or my voice (the "Content"), the non-exclusive, perpetual, royalty-free right in all media and manner now known or hereafter developed throughout the world to use, edit and modify the Content to create, produce, and distribute inspirational videos (the "Work") for the purpose of computer science education and improving access to computer science education (the "Purpose"). The Company may use non-disparaging still images and quotes from the Content for alternative forms of media (e.g. posters, brochures, Code.org website content, etc.) in furtherance of the Purpose. The Company may only use the Content, and my first name, image, and likeness, for the Purpose, unless otherwise prior agreed in writing by me.

The Company shall be the sole owner of the Work. To the extent that I have any ownership interest in or to the Work, or any part thereof, I hereby irrevocably transfer and assign to the Company all such right, title, and interest. I waive all "moral rights" and "droit moral," and other similar rights throughout the world.

I waive all rights and release the Company from any and all claims I, or any third party, may have now or in the future for invasion of privacy, right of publicity or personality, copyright infringement, defamation or any other cause of action arising out of or relating to the use, exploitation, reproduction, adaption, distribution, broadcast, performance or display of the Content for the Purpose.

I waive any right to inspect or to approve any Works that may be created using my Content. The Content may be used in furtherance of the Purpose at the Company's sole discretion, with or without my name, alone, or in conjunction with any other material of any kind or nature in accordance with the law.

I agree that there shall be no obligation to utilize the authorization granted by me hereunder, or my name, image, or likeness. The terms of this authorization shall commence on the date hereof and be without limitation.

I release the Company from any liability that may arise from any injury to my person, property, character, or pecuniary interests as a result of the use of my Content.

I agree to provide my services without monetary compensation and hereby waive any rights to such compensation. I am not currently a member of any guild or union that requires I receive monetary compensation for the rights granted herein. I understand that I am an independent contractor, and nothing herein creates a partnership, joint venture, employer/employee relationship, or principal/agent relationship with the Company.

I am of full legal age and have read this release and am fully familiar with its contents.

Name: \_\_\_\_\_

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

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

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

Ph. \_\_\_\_\_

If the above signatory is a minor, as his parent or legal guardian, I grant the rights and release set forth above:

Name: \_\_\_\_\_

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

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

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

Ph. \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_