

Photo, Video, and Digital Media Release Form Individual Version

Authorization to Use and Reproduce Photo, Video, Digital Media, and Testimonials

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, on behalf of myself and my respective successors, heirs, assigns and anyone else who may make any claim for or on my behalf, hereby agree as follows:

By signing this form, I provide my express consent to Kwantlen Polytechnic University ("KPU") to collect, use, and/or disclose of my testimonial on page 2 of this form (my "Testimonial"), my physical likeness in photographic, video or electronic reproduction form (my "Image") and/or my original creative projects (my "Work") in any materials, and on websites, produced by the Marketing Department or other departments of KPU for promotional, editorial, advertising, or educational purposes in any manner or medium, whether now or hereafter devised, throughout the world in perpetuity in forms including but not limited to print and online advertisements, billboards, brochures, flyers, newsletters, KPU and other websites, etc. (the "Purposes").

I understand and agree that my Testimonial, my Image and/or my Work may be modified, altered, cropped, and combined with other content such as images, video, audio, text, and graphics without my prior knowledge or approval. I also understand that the choice of which reproduction of my Testimonial, my Image and/or my Work is to be used, if any, is at the discretion of KPU Marketing Services or other departments of KPU, as appropriate in the circumstances.

I agree that my Testimonial, Image and Work, whether in print, photographic, video, electronic or any other form, created by KPU that incorporate, in whole or in part, my image, picture, portrait, photograph, electronic reproduction or other likeness shall remain the sole and exclusive property of KPU and that KPU shall retain all intellectual property rights, including, without limitation, copyright, that exist in my Testimonial, Image or Work. Further, to the extent that I may have any moral rights in my Testimonial, Image or Work or otherwise, in the image, picture, portrait, photograph, video, electronic reproduction or other likeness of myself, I hereby waive all such moral rights in favour of KPU. I further understand that I do not have copyrights to any photographs, recordings, digital media, video or electronic reproductions of my Testimonial, my Image and/or my Work made by KPU.

I waive all rights to any and all royalties or other compensation arising from, or related to, the use of my Testimonial and/or my Image. I waive all claims (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising from the Purposes or any blurring, distortion, alteration, optical illusion, or use in composite form, whether or not intentional, of my Testimonial, my Image and/or my Work.

I hereby and forever waive, release and forever discharge KPU and its directors, officers, partners, employees, photographers, contractors, agents and representatives (the "Released Parties") from any and all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses or whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) I may have arising in any way out of or connected with the Purposes or my Testimonial, my Image and/or my Work or from any other cause whatsoever, including any violation by the Released Parties or any of them of any personal or proprietary right arising therefrom and the negligence or wilful misconduct of the released parties or any of them.

I waive any right to my Testimonial, my Image and/or my Work including the right to inspect or approve any use of them. I will not claim money or additional consideration for any use of my Testimonial, my Image and/or my Work. I acknowledge and agree that this release is binding on my heirs, and I expressly release the KPU, its agents, and staff from and against any and all claims which I have or may have for invasion of privacy or any other cause of action arising out of the uses herein granted, even if the use of the Image is objectionable to me.

I understand that I may revoke this permission to use my Testimonial, my Image and/or my Work by contacting KPU's Marketing Services, which will stop all future use of my Testimonial, my Image and/or my Work depending on the nature

of my revocation. I further authorize KPU to use my contact information provided below to confirm my consent to collect, use, and/or disclose my Testimonial, my Image and/or my Work for the Purposes.

I understand my Testimonial, my Image, my Work and my contact information are being collected for the Purposes as authorized by section 26 of the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 and may direct any questions regarding this form I may have to: **Marketing Administrative Coordinator, 604-599-2889 or marketing@kpu.ca**

This form shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. This form and any rights, duties and obligations arising under this form shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction. Any litigation involving this form shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

I confirm that I am 19 years of age or older and am competent to sign this contract in my own name. I have read and understood this form prior to signing it. I am aware that by signing this form that I am giving permission to KPU to collect, use, and disclose my Testimonial, my Image and/or my Work for the Purposes and am aware that this form is a grant and waiver of rights and a release of liability and sign it of my own free will.

Testimonials:

Category:

Student

Alumni

Faculty

Staff

Other (Please specify)

I am 19 years of age or older, and I acknowledge that I have read, understood, and accept the terms of this release.

Name

Program

Signature

Date

Email

Phone

Approval of Parent/Guardian (if subject is 18 years or under)

Minor's Name

Parent/Guardian Signature

Date

Email

Phone

Please send all SIGNED waiver forms scanned via email to marketing@kpu.ca or to Marketing Services, Surrey Campus via intercampus mail.

