## Assignment and Release Agreement

On behalf of my minor child, \_\_\_\_\_\_, I have had an opportunity to read this Assignment and Release Agreement and agree as follows:

In connection with the PetSpace Young Reporters Series Competition for Dogs (the "*Promotion*") sponsored by Annenberg Legacy Playa Vista ("*Sponsor*"), my child's teacher submitted a video that my child contributed to (the "*Submission*").

I irrevocably assign to Sponsor, its affiliates, and their successors and assigns, all right, title, and interest in and to the Submission, including all intellectual property rights associated with the Submission.

To the extent any of the rights assigned in this Assignment and Release Agreement are not assignable, I hereby irrevocably grant to Sponsor an exclusive, perpetual, worldwide, fully paid, royalty free, transferable, right and license to use the Submission for any purpose whatsoever, including, without limitation, in connection with events marketed by Sponsor.

I represent that (a) the Submission is my child's original work and does not incorporate the work of any third party and (b) the Submission does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party. I agree to indemnify Sponsor against any claims, losses, or damages arising from or relating to any breach of the forgoing promises.

In consideration of the rights granted to Sponsor and the other terms of this Assignment and Release Agreement, my child will have an opportunity to be featured by Sponsor ("*Compensation*") at Wallis Annenberg PetSpace and/or online. I have no expectation of further compensation in connection with Sponsor's use of the Submission.

I hereby consent to Sponsor using my child's name, voice, likeness, and image, and any statements made by or attributed to my child relating to Sponsor and/or the Promotion and/or the Submission in any and all media, now known or hereafter devised, in perpetuity and throughout the universe for advertising, marketing, publicity, and promotional purposes without further compensation, and I hereby release and waive, and agree not to bring at any time in the future, any claims or demands against Sponsor or its affiliates or their successors, assigns or licensees, arising out of or relating to their use of the Submission, including, without limitation, assertions of (1) rights of publicity (including any allegedly improper or unauthorized use of my name, likeness or image); (2) rights of privacy; (3) presenting my child in a false light (including any allegedly false or misleading portrayal of my child); (4) copyright, trademark or other intellectual property infringement; (5) defamation, libel or slander; (6) breach of alleged moral rights; or (7) any other claimed violation of a personal or property right.

I hereby release and agree to hold Sponsor and its affiliates harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly arising out of my child's participation in any Promotion-related activity. I agree that the above release shall be effective as a full and final general release of all legal claims described in the release, whether I actually know about such claims or not, despite the fact that the California Civil Code Section 1542 or a similar law in another state may provide otherwise. I am aware that Section 1542 provides as follows:

## A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This Assignment and Release Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws rules or provisions.

I agree that any action of whatever nature arising from or relating to these this Assignment and Release Agreement will be filed only in the state or federal courts located in Los Angeles, California. I consent and submit to the personal jurisdiction of such courts for the purposes of any such action.

If any provision of this Assignment and Release Agreement is found to be unlawful, void, or unenforceable, then that provision will be deemed severable from this Assignment and Release Agreement and will not affect the validity or enforceability of any remaining provisions.

Sponsor may assign its rights and obligations under this Assignment and Release Agreement, including in connection with a merger, acquisition, a sale of assets or by operation of law.

## PARENT OR LEGAL GUARDIAN SIGNATURE:

I, the undersigned, hereby represent and warrant that I am the parent or legal guardian of the submission author, I have read and fully understand the terms and conditions of this Affidavit and Release, and I do hereby consent to and approve all of its terms and conditions on his/her behalf, as well as in my own capacity as parent or legal guardian.

Name of Child:

Parent/Guardian

Phone number:

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