



## PUBLICITY AND PRIVACY WAIVER AND RELEASE

Mercy Ships Canada Society, a registered charity with offices located at 5-3318 Oak St., Victoria, British Columbia, Canada V8X 1R1 ("Charity") desires to use and publicize the name, likeness, and other personal characteristics and private information of the individual named below with a residence at the address set out below ("I" or "me") for advertising, promotion, and other commercial and business purposes. In exchange for the intangible value I will gain by participating in the Charity's publicity programs and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I give the Charity my permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Publicity and Privacy Waiver and Release ("Agreement").

I hereby irrevocably permit, authorize, grant, and license the Charity and its related entities, affiliates, successors, agents 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 ("Authorized Persons"), the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, otherwise use, and permit others to use, my name, image, likeness, and appearance, voice, interview statements and any other information I have provided the Charity, and all materials created by or on behalf of the Charity that incorporate any of the foregoing ("Materials") in perpetuity throughout the universe in any medium or format whatsoever 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 broadcast, cablecast and satellite, radio broadcasts, display, point-of-sale, and other advertising and promotional materials, press releases, the internet and other digital transmission or delivery methods, mobile applications, on any platform and for the purpose of the Charity's awareness campaigns, its recruitment, fundraising, public relations, promotion of the Charity and its affiliates and their respective operations, services, purpose, mission, core values and any other purpose similar to the foregoing, without further consent from or royalty, payment, or other compensation to me.

The Charity or its Authorized Persons shall be the exclusive owner(s) of all right, title, and interest in and to the Materials, including all copyrights in perpetuity throughout the universe. I hereby irrevocably transfer, assign and otherwise convey to the Charity my entire right, title and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal and reversion rights, and the right to sue to enforce such copyrights against infringers. I hereby irrevocably waive all so-called "moral rights" in the Materials. I acknowledge and agree that I have no right to review or approve Materials before they are used by the Charity, and that the Charity has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from the Charity's editing, alteration, or use of the Materials, or the Charity's presentation of me. Any credit or other acknowledgment of me, if any, shall be determined by the Charity in the Charity's sole discretion. The Charity has no obligation to create or use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion upon seclusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of personality or publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims") arising directly or indirectly from the Charity's or the Authorized Persons' exercise of their rights under this Agreement or the production, exhibition, exploitation, advertising, promotion or other use of the Materials, and whether resulting in whole or in part by the negligence of the Charity or any other person, covenant not to make or bring any such Claim against any Authorized Persons, and forever release and discharge the Authorized Persons from liability under such Claims. I understand that the Charity is relying on this Agreement and will incur significant expense in reliance on this Agreement, and I agree that this Agreement cannot be terminated, rescinded or modified, in whole or in part.

I represent and warrant to the Charity that I have full right, power and authority to enter into this Agreement and grant the

rights hereunder. I further represent and warrant to the Charity that I will provide only true and correct statements and other information in connection with this Agreement, and the Authorized Persons' use of the Materials and the rights and licence granted hereunder do not, and will not, violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of personality or publicity) of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith. I agree to defend, indemnify, and hold harmless the Authorized Persons from and against all Claims by third parties resulting from my breach or alleged breach of this Agreement or any of the foregoing representations and warranties.

This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. I have not relied on any statement, representation, warranty, condition, or agreement of the Charity or of any other person on the Charity's behalf, including any representations, warranties, conditions or agreements arising from statute or otherwise in law, except for the representations, warranties, conditions or agreements expressly contained in this Agreement. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The Charity may assign this Agreement and its rights hereunder, in whole or in part, to any party without consent. This Agreement is binding on and enures to my benefit and the benefit of the Charity and our respective heirs, executors, administrators, legal representatives, successors and permitted assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the province of British Columbia or any other jurisdiction). Any claim or cause of action arising under or relating to this Agreement shall be brought only in the courts of the province of British Columbia, and I hereby irrevocably consent to the exclusive jurisdiction of such courts. I agree that I will not disclose any information about the Materials without the Charity's prior written consent.

THIS AGREEMENT PROVIDES THE CHARITY WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER AND RELEASE OF LIABILITY, ALLOWING THE CHARITY TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR NAME, LIKENESS, AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CHARITY, AND THAT YOU HAVE BEEN GIVEN THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE.

Printed Name



Date



2/23/2021



Address



Please Sign



Submit

Cancel ✕