

APPEARANCE RELEASE

TMN CHAPTER: _____

Participant: _____

Address: _____

1. The Participant consents to the use by _____ **Texas Master Naturalist Program, Texas A&M AgriLife Extension** _____ (“System Member”) and assigns and grants to System Member the irrevocable and unconditional power, right, privilege and permission to make, record, produce, edit, modify, reproduce, exhibit, distribute, publish, publicly or privately display, publicly or privately perform, create derivative works, and transmit by the means of still photography, live or recorded broadcast, cablecast, webcast, or Internet streaming, broadband, wireless, mobile, film, videotape, or any other similar mechanical or electronic method (whether now known or invented later) the Participant’s performance, contribution, appearance, name, voice, picture, likeness, poses, actions and any combination of any of these (the “Appearance”) in connection with the _____ **Texas Master Naturalist 20th Anniversary Project with oral history interviews and photo/media collections** _____ production conducted by System Member (the “Project”) which is generally for the purposes of education, instruction, research, publicity, advertising, and promotion in connection with the Project. Participant also waives any moral or similar rights Participant may have in the Project relating to the Appearance.

2. Participant understands that System Member shall have the absolute power and right to copyright the recorded production (and System Member shall be the owner of such copyright), in whole or in part, of the Project involving Participant and the Appearance and that such recorded production may be subsequently used, in whole or in part (including but not limited to any still recordings, images, or screen shots) for any purpose, including but not limited to the purposes described above at any time and from time to time hereafter throughout the world.

3. Participant also understands that there is no compensation or other consideration for appearance or participation in the Project, or for the grant of rights described in this document and that the opportunity to potentially appear in the recorded production related to the Project is sufficient consideration received for this Appearance Release.

4. Participant releases and discharges System Member, The Texas A&M University System and/or any affiliated organization, and their respective, regents, officers, employees, agents, and representatives from any and all claims, demands, causes of action, or liabilities arising out of or in connection with the Appearance or the making, producing, reproducing, processing, exhibiting, distributing, publishing, transmitting by any means described above or otherwise using the recorded production relating to the Project or the Appearance (e.g., violation of privacy rights; rights of publicity; false light; libel, slander, or disparagement; or copyright or trademark infringement).

5. Participant represents and warrants that Participant has not granted any similar rights to any third party that would conflict with the rights granted to System Member in this Appearance Release. Participant certifies and warrants that Participant is of legal age, has full power, right and authority to enter into this consent and release, has read same in its entirety, understands all of its terms and provisions, and voluntarily and knowingly executes this Appearance Release.

PARTICIPANT:

Signature: _____

Printed Name: _____

Date

IF PARTICIPANT IS UNDER THE AGE OF 18 YEARS, A PARENT OR LEGAL GUARDIAN MUST SIGN BELOW:

I agree to all the terms and conditions of this Appearance Release on behalf of myself and my child/ward.

Signature: _____

Printed Name: _____

Date