

AGREEMENT FOR CONSENT, RELEASE, AND ASSIGNMENT TO PHOTOGRAPHIC, INTERVIEW/TESTIMONIAL, VIDEO, AND/OR SOUND RECORDING (“AGREEMENT”)

Miami Med Speaks: A Storytelling Initiative

MiamiMedSpeaks@gmail.com

Purpose and Purpose of Use (the “Purpose”):

I consent to the use, editing, and distribution of my storytelling video for *Miami Med Speaks* (“Recording”) for on-demand viewing by third parties on the University of Miami, *Miami Med Speaks* website. The University of Miami in its sole and absolute discretion, may disseminate the Recording, or any portion thereof, in any manner, to the public, through any and all print, digital media and social media channels, including but not limited to those utilized by *Miami Med Speaks*.

Consent to Record and Display Recording.

I, the undersigned, hereby grant to the University of Miami, and its subsidiaries, affiliates, agents, students, faculty, employees, successors, heirs and assigns, an irrevocable, perpetual, unrestricted, license, right, power, and authority, to photograph, record, film or otherwise document or make use of my name, storytelling presentation, image, recorded voice or video, photograph, image, or likeness, interviews and testimonial statements, biographical information, handouts or materials based upon or derived therefrom (collectively, “**My Likeness**”) in connection with the Purpose. Such unrestricted right, power, authority and permission includes, but is not limited to, the right to record My Likeness.

I understand and agree that I am not entitled and shall not receive any compensation, royalty, or any other consideration from the University of Miami or anyone affiliated with *Miami Med Speaks* as a result of the Recording and any use of My Likeness. I also understand and agree that the Recording may be displayed in electronic formats via the internet and to third parties in an unrestricted geographic area.

Ownership of the Recording.

I understand and agree that the University of Miami is and shall be the sole and exclusive owner of the Recording, which shall include My Likeness, in whole or in part, throughout the world, following the creation of the Recording, which shall include, but not be limited to, any and all right, title, and interests in and to the Recording and any and all intellectual property rights or other proprietary rights contained therein. For purposes of this Agreement, such intellectual property rights and/or other proprietary rights that I provide to the University of Miami in the Recordings shall include, but not be limited to, any and all copyrights, patent rights, trade secrets rights and any other intellectual property rights, and all revisions thereof, in all forms and media now existing and hereafter created, throughout the world, including copyrights for the full term of the copyright in the Recording and all renewals and extensions thereof. I understand and agree that I do not have and shall be explicitly prohibited from making any claim of any ownership interest in such Recording.

The University of Miami shall have the right to use, edit, modify, reconfigure, reorganize, adapt, reproduce, transcribe, publish and publicize, print, sell and otherwise display and distribute copies of the Recording, make derivative works of the Recording, and otherwise exploit the Recording, into any and all media and formats, whether now known or hereafter developed. I agree to provide *Miami Med Speaks* with any and all rights required under law to translate the Recording into another language and by executing this Agreement, I explicitly provide third parties with the license and authorization to perform the same actions as *Miami Med Speaks* under this Agreement. I understand and agree that ownership of the Recording is exclusive to the University of Miami and the University of Miami shall be permitted to use the Recording or any portion thereof for commercial or non-commercial purpose as the University of Miami determines in its sole and exclusive discretion.

Waiver of Right to Inspect Recordings. I hereby waive any and all right to inspect, approve, or otherwise consent to any Recording or derivative product containing my Likeness.

***Miami Med Speaks’* License to Use My Likeness in Promotional Activities.**

As part of this Agreement, the University of Miami’s rights and interests in the Recording and My Likeness explicitly allow the University of Miami to use and license My Likeness to third parties during the promotion, advertising, sale, publication and exploitation of the Recording, any derivative events, projects, ancillary products and services throughout the world, in any media format, known or unknown at this time. Such permission is irrevocable, unlimited, and perpetual. I understand and agree that I am not entitled to any compensation or consideration for granting such license to *Miami Med Speaks*.

Representations and Warranties.

- I hereby represent and warrant that I have the requisite legal authority necessary to enter into this Agreement, and hereby grant the rights granted to the University of Miami for and into the Recording.
- I hereby represent and warrant that any statements I make during my appearance are true and accurate and that neither my statements nor my appearance violates or infringes upon the intellectual property rights or any other proprietary or personal rights of any third party.

- I hereby represent and warrant that no other party has any interest or right in and to My Likeness or the Recording or any of its contents.
- **Personally Identifiable information.** I hereby represent and warrant that I will take any and all possible measures to protect and not disclose during my storytelling recording any information, either alone or if combined with other information, that will allow third parties (i.e., viewers and/or listeners) to identify any individuals. If I am unable to protect the identity any individual(s) mentioned in my story, I will refer to the individual(s) as “Mr. W” or “Ms. W,” or by a set of initials that do not align with the initials of the individual.
 - In the event that I neglect or otherwise fail to protect the identity of any individual discussed during my presentation, I represent and warrant to the University of Miami that if any of my story presentation contains any personally identifiable information that can be utilized to identify any third party, whether such information is provided in oral or written format, that prior to my presentation, I will obtain any and all necessary consents from any third parties allowing the University of Miami to use and disclose such third party’s personally identifiable information during my presentation and in the Recording. I further represent and warrant that any such consent obtained by me from any third party shall be irrevocable and shall transfer and assign any and all rights, title, and interest in My Likeness to the University of Miami.
- Any consents required from third parties as described in the paragraph above shall be in writing, signed by the third party and myself, and shall include the following provisions acceptable by such third party that: (1) such third party agrees that his/her identity and/or personally identifiable information, whether written or oral, may be disclosed during my presentation; (2) such third party consents to the disclosure of their personally identifiable information in the dissemination of the Material(s); and (3) *Miami Med Speaks* has any and all right, title, and interest in and to the Materials and *Miami Med Speaks* shall be permitted to use or otherwise exploit, in whole or in part, with or without attribution to any third party, the Material(s) in any format whatsoever, including, but not limited to displaying such content on *the Miami Med Speaks* website or any other website or publication that hosts the “*Miami Med Speaks*” or any of its content, print or digital, arising from my presentation. I acknowledge and agree that it is my obligation to inform any and all third parties whose personally identifiable information will be provided during my presentation that no third party will be permitted to review, edit, or approve any content that contains such third party’s personally identifiable information. I attest that I will indefinitely retain and provide to the University of Miami, upon the University of Miami’s request, any and all such executed informed consents.

Release and Indemnification

- I, on behalf of myself, my heirs, legal representatives, and assigns, hereby knowingly, voluntarily, and expressly, waive , release, and forever discharge the University of Miami and the University of Miami’s volunteers, students, faculty, employees, members, officers, directors, shareholders, affiliates, agents, representatives, successors, administrators, heirs and assigns (collectively, the "**Releasees**") from and against any and all responsibilities, liabilities, claims, demands, damages, costs, expenses, actions and causes of action, arising out of or in connection with the use of such Recording or My Likeness, including, but not limited to, any and all claims for invasion of privacy, defamation, or infringement of copyright, including any and all liabilities incurred by the University of Miami for reasonable attorneys’ fees and related costs and expenses (collectively, the "**Claims**"); and
- I hereby agree to indemnify, save, and hold harmless the Releasees from and against any and all Claims arising from or in any way related to the use of the Recording or My Likeness, including, but, not limited to, any Claims related to the use of my name or image.

This Agreement shall be binding upon me, as well as any of my heirs, legal representatives, and assigns.

The provisions of this Agreement shall survive indefinitely. By signing this Agreement, I acknowledge and agree that I have completely read and fully understand the Agreement and agree to be bound thereby.

Individual Granting Authorization (Signature)

Name:

Address:

Signature:

City, State, Zip Code:

Date:

Email:

