Agreement and Photo Release Form

# Participant Responsibilities

As a participant (“Participant”) in the *You Be The Chemist* Challenge® competition (“Challenge”), I have reviewed and will comply with the *You Be The Chemist* Challenge® Official Rules and any applicable Challenge format documents (the “Rules”), and I promise to conduct myself in accordance with any regulations on conduct set forth by the Challenge Organizers, officials, agents, and by the Chemical Educational Foundation® (CEF). I further understand that CEF reserves the right to terminate my participation in the Challenge for failure to comply with the Rules or instructions by CEF or Challenge Organizers. I hereby release and hold harmless CEF, Challenge Organizers and their respective officers, directors, employees, volunteers, agents, subsidiaries, sponsors, and affiliates, from any liability, loss, damage, claim, or expense claimed for any injury, loss, or damage of any kind suffered by any one of them arising out of or in any way relating to the Challenge and its associated activities, including, without limitation, any liability arising from any claimed negligent supervision.

# Parent/Guardian Responsibilities

As the parent or legal guardian of Participant (“Parent/Guardian”), I will comply with the Rules and have reviewed them in full with Participant. I acknowledge that I am charged with the sole legal responsibility for the care of Participant during the Challenge and together with Participant hereby jointly and severally release, indemnify, and hold harmless CEF, Challenge Organizers and their respective officers, directors, employees, volunteers, agents, subsidiaries, sponsors, and affiliates, from any liability, loss, damage, claim, or expense claimed by Participant or by Parent/Guardian, on their own behalf, or on behalf of any one of them, for any injury, loss, or damage of any kind suffered by any one of them arising out of or in any way relating to the Challenge and its associated activities, including, without limitation, any liability arising from any claimed negligent supervision of Participant. I further understand that CEF reserves the right to terminate Participant’s participation in the Challenge for Participant and/or Parent/Guardian’s failure to comply with the Rules or instructions by CEF or Challenge Organizers.

# Photo Release

Participant and Parent/Guardian hereby grant permission to CEF and Challenge Organizers, officials, sponsors, and agents to photograph, videotape, and/or record Participant and Parent/Guardian while participating in the Challenge and its associated activities and to use, display, print, publish, distribute, reproduce, license, transfer, copy, edit, adapt, modify, perform, transmit and otherwise use any such photographs, videotapes, and/or recordings taken at the Challenge, including any derivative works created therefrom, in any manner or medium (whether now existing or hereafter developed) throughout the world in perpetuity without further permission and compensation of any kind, for any purposes associated with CEF or the Challenge, including, without limitation, the advertisement, marketing, promotion of CEF and the Challenge by CEF, Challenge Organizers or CEF’s sponsors and for any lawful purposes of CEF, Challenge Organizers and CEF’s sponsors. Participant and Parent/Guardian hereby grant permission to CEF and Challenge Organizers, officials, sponsors, and agents to use, display, print, publish, distribute, reproduce, perform, transmit and otherwise use the name and biographical information of Participant or Parent/Guardian in connection with the use of the photograph, likeness or image of Participant or Parent/Guardian. Participant and Parent/Guardian agree that photographs, videotapes, and/or recordings of us taken at the Challenge will be the sole property of CEF and further waive any right to inspect or approve the promotional materials or finished product that may be used in connection with the photos and/or images. Participant and Parent/Guardian hereby jointly and severally release, indemnify, and hold harmless CEF, Challenge Organizers and their respective officers, directors, employees, volunteers, agents, subsidiaries, sponsors, and affiliates from any liability, loss, damage, claim, or expense arising out of the use of the name, biographical information, photograph, likeness or image of Participant or Parent/Guardian. Participant and Parent/Guardian acknowledge that they are not receiving any compensation for use of their name, biographical information, photograph, likeness or image.

# National Challenge Video

Participant and Parent/Guardian hereby grant CEF and Challenge Organizers, officials, sponsors, and agents a non-exclusive, royalty-free, unlimited, unrestricted, irrevocable, perpetual, worldwide, and absolute license to use, display, print, publish, distribute, reproduce, license, transfer, copy, edit, adapt, modify, perform, transmit and otherwise use any videos submitted for the National Challenge competition by Participant and/or Parent/Guardian on behalf of Participant, including any derivative works created from such videos, in any manner or medium (whether now existing or hereafter developed) throughout the world in perpetuity without further permission and compensation of any kind, for any purposes associated with CEF or the Challenge, including, without limitation, the advertisement, marketing, promotion of CEF and the Challenge by CEF, Challenge Organizers or CEF’s sponsors and for any lawful purposes of CEF, Challenge Organizers and CEF’s sponsors. Participant and Parent/Guardian hereby grant permission to CEF and Challenge Organizers, officials, sponsors, and agents to use, display, print, publish, distribute, reproduce, perform, transmit and otherwise use the name and biographical information of Participant or Parent/Guardian in connection with the use of the video submitted for the National Challenge competition. Participant and Parent/Guardian represent that the submitted video: (1) is Participant’s own original work, created by the Participant, (2) does not infringe any third party proprietary rights, intellectual property rights, or privacy rights, and (3) does not contain content that is obscene, disparaging, defamatory, or otherwise inappropriate or unlawful. Participant and Parent/Guardian hereby jointly and severally release, indemnify, and hold harmless CEF, Challenge Organizers and their respective officers, directors, employees, volunteers, agents, subsidiaries, sponsors, and affiliates from any liability, loss, damage, claim, or expense arising out of the use of the video submitted for the National Challenge competition. Participant and Parent/Guardian acknowledge that Participant is not receiving any compensation for use of the video or Participant’s name and biographical information.

I hereby warrant that I am at least eighteen (18) years of age, and, if acting on behalf of a minor, have every right to contract for the Participant in the above regard. I have read and understand this Agreement in its entirety and have the right and ability to sign this Agreement/Photo Release.

AGREED:

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Date Participant Signature

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Date Parent/Guardian Signature

Participant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: ­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_