

RELEASE AND WAIVER FOR USE OF IMAGE AND LIKENESS

By checking the “I Agree” box and uploading a digital video submission (a “Submission”) to participate in any APHA e-Show, I intend to be bound by the terms and conditions of APHA e-Show Rules and this Waiver and Release. In addition, I represent and warrant that I am at least eighteen (18) years old, and to the extent that a minor is depicted in the Submission, I represent and warrant that I am such minor’s parent or legal guardian as defined by law and the APHA General Rules[[recommend hyperlinking to the specific definition in the Rules here](#)].

- I hereby irrevocably grant to American Paint Horse Association (“APHA”) a non-exclusive, perpetual, transferable, royalty-free license to use, publish, publicly display, broadcast, transmit, manufacture, and distribute the Submission, including any portion or still frame thereof, including, without limitation, my name, likeness, portrait, and/or image and likeness, for free, for a fee or for sale, via any medium (including without limitation terrestrial radio, satellite radio, the Internet, cable, print, and TV), for any and all advertising, marketing, endorsement, commercial and trade purposes whatsoever (including but not limited to advertising, promoting or publicizing APHA, in any manner, by any means, whether now known or hereafter devised, as well as the right to edit, alter, or otherwise use the Submission in whole or in part, alone or in compilation with content provided by third parties, and for any of which I shall receive no payment of any additional compensation; and in so doing, I respectively waive any potential claims against APHA or any of its affiliates with respect to any such usage and/or editing of the Submission.
- I represent and warrant (i) either that the Submission is my own creation, in and to which I own all rights or that I have obtained all necessary rights to submit the Submission pursuant this Agreement, (ii) the Submission is not obscene, indecent, does not defame, invade the privacy of, or infringe upon or violate any rights of any kind whatsoever of any individual or entity, (iii) the Submission does not violate any law, rule, or regulation of any governmental entity, and (iv) the Submission is not subject to any obligation of confidentiality.
- I understand that submission of the Submission does not obligate APHA to use the Submission. However, if the Submission is selected for use by APHA, I agree that APHA may use my full name, title of the Submission (if applicable), and city and state of my residence for the purpose of identifying, promoting and/or generating publicity for the usage.
- I specifically acknowledge and agree that the Submission may be utilized for, among other things, posting on the internet (including without limitation APHA websites and third party websites such as Facebook or YouTube, Twitter, social



Performance Department

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media pages and/or viral distribution through email or other means of sharing), for inclusion in TV commercials and/or on-air broadcast, and I hereby consent to all such use, for any of which I shall receive no payment of any additional compensation.

- I hereby waive any right that I may have to inspect and/or approve the finished product, advertising copy or printed matter and am aware that any and all recordings may be edited and juxtaposed with other material.
- I hereby remise, waive, release and forever discharge APHA, its parents, subsidiaries, and affiliated companies, and their respective officers, directors, members, managers, employees, agents and representatives as well as each of its sponsors and/or producers (and their respective officers, directors, members, managers, employees, agents and representatives) (collectively the "Releasees"), from any and all claims, manner of actions, causes of action, suits, debts, accounts, contracts, agreements, controversies, judgments, damages, liabilities and demands of any nature whatsoever which I ever had, now have, or hereafter can, shall or may have against APHA, arising out of or related to APHA's use and/or publication of my Submission or participation in any APHA e-Show.



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