

AMERICA250PA LIKENESS, COPYRIGHT, AND LIABILITY RELEASE

Printed Name: _____ City/State: _____

For good and adequate consideration, which includes publicity received through my participation in the America250PA Direct Effect Innovation Challenge (DEIC), receipt of which I hereby acknowledge, I hereby give The United States Postal Service (USPS) and the State of Pennsylvania (hereafter collectively, "the Aforementioned Parties") and their parent companies, affiliates, assigns, licensees and legal representatives, the irrevocable, unrestricted, absolute and perpetual right to use my Likeness (as hereinafter defined) and Work Product (as hereinafter defined) in connection with promoting their businesses and, including but not limited to, in connection with the DEIC, throughout the world in any medium now known or later invented, including without limit in social media and on the internet, in any manner, including composite, simulated or distorted representations, for advertising, trade, promotion, publicity, production, broadcast, telecast, display, and/or exhibition or any other lawful purposes at any time and throughout the universe and I waive any right to inspect or approve the finished version(s), including written copy that may be created in connection therewith.

"Likeness" means all parts of my identity, including but not limited to, my name (or any fictional name), image, picture, portrait, photograph, signature, voice, biographical information, quotations, recordings and other aspects of my right of publicity, including but not limited to, my video recorded image and photographs taken during my participation in the DEIC and any statements or excerpts of statements made by me in connection with my participation in the DEIC.

"Work Product" means any and all work product created or produced or submitted by me in connection with the DEIC event, including but not limited to any work product created before or during the DEIC event, or submitted by me in connection with my participation in the DEIC, including any photographs, video, print, electronic file, any suggestions, ideas, concepts, presentations, memos, mock up, marketing documents, plans, and other material spoken or otherwise provided by me.

The Aforementioned Parties represent, and I understand, that this Release permits my Likeness and Work Product to be used as described above in connection with the advertising, endorsement and promotion of the Aforementioned Parties' services and products, including but not limited to, the America250PA integrated marketing campaign(s) to be launched in commemoration of the 250th anniversary of the founding of the United States, Pennsylvania's integral role in that event, and the impact of its people on the nation's past, present and future ("Campaign").

I understand that I am not entitled to any compensation in the event my Likeness and/or Work Product are used or fail to be used in the manner described above.

I hereby represent and warrant that I have the right and power to grant the licenses granted herein and that there are no other agreements with any other party in conflict herewith. I hereby represent and warrant I am the author of the Work Product or that all necessary legal rights and permissions to use and assign the Work Product to others have been obtained.

Notwithstanding the foregoing, I acknowledge that I have no ownership rights in the Work Product or any reproductions or other derivative works thereof, nor to any work, product or material featuring my Likeness created in connection with the DEIC. I understand that I do not own any copyrights to any Work Product, nor to any work, product or material featuring my Likeness created in connection with the DEIC. I grant the Aforementioned Parties, their successors, and assigns the perpetual, irrevocable, worldwide, royalty-free right, fully paid up, sublicensable, transferable right and license to use the Work Product as well as any work, product or material featuring my Likeness created in connection with the DEIC.

I agree that I shall bring no claim alleging use of my Likeness or Work Product has defamed me, invaded my privacy, or infringed my moral rights, rights of publicity or copyright.

I acknowledge that the activities of the DEIC may involve dangers that are not foreseeable and that risks may be involved in participating in these activities. I hereby completely assume all risks attached to the activities of the program and I do clearly and irrevocably declare that every act I might do in participating in such activities is done of my own free will.

I further agree to hold harmless all of the Aforementioned Parties, their officers, directors, agents, employees, instructors, and associates, successors and assigns from any and all manner of third party actions or claims and agree to reimburse any Aforementioned Parties from and against any and all such actions or claims arising by reason of my participation in the program.

I understand and agree that:

1. The Aforementioned Parties may use, among others, my name, city, and state in connection with my Likeness.
2. My Likeness may be used as a reference and also may be colorized, cropped, edited, manipulated, miniaturized, distorted, caricatured, animated and otherwise changed without my prior approval.
3. I will not be paid for signing this Release or allowing my Likeness or Work Product to be used. I will, however, have the

chance to be part of the Aforementioned Parties' marketing although I understand the Aforementioned Parties have no obligation to use my Likeness or Work Product. I agree that my participation confers upon me no rights of use, ownership, or copyright in the resulting works, materials or products featuring my Likeness or the Work Product.

4. I am not bound by any contractual obligations that would prevent me from signing this Release and my participation would not obligate the Aforementioned Parties to pay any union fees on my behalf. I agree that works, products or materials containing my Likeness and the Work Product may be distributed without limitation through any means and that I shall not receive any compensation for such use and distribution or for my participation in the DEIC.
5. The Aforementioned Parties are businesses fully in charge of their branding and marketing. Because of that:
 - The Aforementioned Parties will own any materials in which they use my Likeness.
 - The Aforementioned Parties will own any Work Product created or submitted by me.
 - I will not use any materials in which the Aforementioned Parties use my Likeness or any Work Product created or submitted by me without prior written permission, except that I may include in my portfolio (if I have one) a page showing how my Likeness or Work Product were used so long as I do not criticize or disparage the use or the Aforementioned Parties.
 - I will not have any pre-approval rights over how my Likeness or Work Product were used.
 - The Aforementioned Parties are not obligated to use my Likeness or Work Product if they decide not to do so.
 - The Aforementioned Parties are relying on this Release to do business efficiently and cost-effectively and I cannot revoke it once my Likeness or Work Product have been used.
6. I will not sue, dispute, challenge, raise objections to or institute proceedings against the Aforementioned Parties for using my Likeness or Work Product and I hereby waive all legal and equitable rights I may have as well as all claims, demands, damages and expenses arising directly or indirectly from the same.
7. I consent to being contacted by any of the Aforementioned Parties before, during, and/or following this event, through any medium.
8. I am under no obligation to sign this Release, but if I do sign I do so voluntarily, without duress, and fully understanding my rights. I hereby declare that I have completely read, fully understand, and voluntarily accept the terms of this statement.

I hereby warrant that I am of full legal age and have the right to contract in my own name. I have read the above authorization, release and agreement prior to its execution, am fully familiar with and understand the contents thereof, and agree to its terms knowingly and voluntarily. This consent and release shall be binding upon me and my heirs, legal representatives, and assigns.

Signature

Date