



CONSENT AND RELEASE FOR ARTWORK AND USE OF LIKENESS

Effective as of the date shown below, **approval for past use and permission for present and future use** is being granted to the Autism Society of Boulder County (ASBC) of P.O. Box 270300, Louisville, Colorado 80027-5004, to use a photo or other image of (name) _____ . Permission is being given by the undersigned (name) _____ , as more fully explained in this Consent and Release. The undersigned is the custodial parent of or legal guardian of (the “**Photographed Party**”) _____ and states that the undersigned has the full legal authority to sign this Consent and Release on behalf of the undersigned, the “Photographed Party”, and all parties related to the Photographed Party.

The undersigned hereby grants to Autism Society of Boulder County (ASBC) its agents, employees, licensees, and successors in interest (collectively, the “**Released Party**”) all ownership rights and the absolute and irrevocable right and permission to copyright, use and publish the photographed likeness of _____ (the “**Likeness**”) that has been (or is being) obtained pursuant to this Consent and Release. Consent, release and usage of Likeness and artwork is granted without monetary consideration now, or in the future, which is hereby acknowledged by the Photographed Party.

The “Likeness” may be copyrighted, used and/or published individually or in conjunction with other photography or video works, and in any medium (including without limitation, print publications , public broadcast, DC-ROM form) and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising and electronic publication.

The undersigned represents and warrants that (i) no other party has been granted an exclusive license with respect to the “Likeness”, and (ii) not other party’s authorization or consent is required with respect to the permission granted to the “Released Party” under this Consent and Release.

The undersigned waives any right that the undersigned, the “Photographed Party” or any party related to the “Photographed Party” may have to inspect or approve the “Released Party’s” copyright, use or publication of the “Likeness”, or the advertising copy or printed matter that may be used in connection with the copyright, use and/or publication of the “Likeness”. The undersigned, on behalf of the undersigned, the “Photographed Party”, and any other parties related to the “Photographed Party”, releases the “Released Party” (and all persons acting under its permission or authority) from all claims for libel, slander, invasion of privacy, infringement of copyright or right of publicity, or any other claim related to the “Likeness” (collectively, “**Claims**”). This release includes with out limitation any “Claims” related to blurring, distortion, alteration, optical illusion, use in composite form, whether intentional or otherwise, or use of a fictitious name, that may occur or be produced in the processing or publication of the “Likeness”.

The Undersigned custodial parent or legal guardian hereby irrevocably grants to the Autism Society of Boulder County and their authorized agents perpetually, exclusively, and for all media (print, electronic, video and other formats), the right to use the artwork submitted through your minor child’s school, and any reproductions of that artwork, and to identify your minor child as the artist, in any promotional materials at the exclusive discretion of the Autism Society of Boulder County and their authorized agents. Further, the Undersigned custodial parent or legal guardian agrees to allow the Autism Society of Boulder County to use said artwork and identification of your minor child as the artist without any compensation of any type or form to the Undersigned custodial parent or legal guardian.

Further, the Undersigned custodial parent or legal guardian knowingly, freely and voluntarily releases, and discharges the Autism Society of Boulder County, their officers, agents, representatives, servants and employees from any and all liability, claims, judgments, claims, demands, costs, causes of action, including without limitation rights of privacy and publicity, and damages of any kind for any personal injury, losses or damages, known or unknown, to the Undersigned and the Undersigned's minor child caused by, or arising out of the use of the minor child's artwork or the identification of your minor child as the artist.

This Agreement shall not obligate the Autism Society of Boulder County or their authorized agents to use the name of the artwork, or to use any of the rights granted hereunder, or to prepare, produce, exhibit, distribute or in any way exploit the artwork.

The Sponsors shall retain the right to assign their rights hereunder without the consent of the Undersigned, in whole or in part, to any person, firm, organization, or corporation.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTANDS IT. THE UNDERSIGNED REPRESENTS THAT HE OR SHE IS THE CUSTODIAL PARENT OR LEGAL GUARDIAN OF THE MINOR CHILD NAMED BELOW. THE UNDERSIGNED CONSENTS TO THE TERMS AND CONDITIONS AS STATED IN THE RELEASE AND WAIVER ON BEHALF OF HIS OR HER MINOR CHILD. THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT HE OR SHE HAS THE LEGAL AUTHORITY TO GRANT SUCH CONSENT.

PRINT NAME OF MINOR CHILD/ARTIST

DATE

SIGNATURE OF PARENT OR LEGAL GUARDIAN

PRINT NAME OF PARENT OR LEGAL GUARDIAN

WITNESS

NAME OF SCHOOL

Mission: The Autism Society of Boulder County's mission is to raise autism awareness in Boulder and Broomfield Counties by supporting all Autism Spectrum Disorder (ASD) individuals and their families and professionals. We provide information on all topics related to autism, educational support, autism research and legislation.

Vision: The Autism Society of Boulder County strives to create a community where ASD individuals, families and professionals dealing with autism obtain education and information about local services and support based on individual differences, family preferences and needs.