

## **NVLD Release Form for Minors**

The terms and conditions of this release ("Release") govern my minor child's contributions to the NVLD website located at nvld.org and any other websites, mobile sites, mobile applications and other online services (collectively, "Sites" or "Web Sites") made available by The NVLD Project ("Company" or "we" or "us" or "our"). The NVLD <u>Terms of Use</u> and <u>Privacy Policy</u> are incorporated by reference. In the event of a conflict between this Release and those documents, this Release shall control.

- 1. Capacity. I affirm that I am the parent/guardian [circle one] of \_\_\_\_\_\_ [insert minor's name] ("Child"), that I am over the age of eighteen (18) years old, that I have reviewed this Release with Child and explained its meaning, that I have had a full opportunity to consult with counsel prior to signing, and that I am fully able to enter into this Release and ensure that Child and I abide by and comply with the terms, conditions, obligations, affirmations, representations and warranties set forth in this Release.
- 2. Submitted Materials. With regard to any blog posts, answers to questions, information, reviews, comments, creative works, demos, ideas, photographs, suggestions, concepts, depictions, methods, designs, plans, techniques or other materials submitted or sent to you (including, for example and without limitation, that which Child submits or posts to your Sites or the message boards, forums, chat rooms, or sends you via e-mail) ("Submitted Materials"), Child and I:
  - a. represent and warrant that the Submitted Materials are original to Child and that no other party has any rights thereto;
  - b. agree that the Submitted Materials do not include photos of others or any names, images or private information regarding others;
  - c. verify that the Submitted Materials do not contain any harmful, threatening, abusive, inflammatory, harassing, obscene, hateful, racially or ethnically motivated, or otherwise objectionable content;
  - d. agree that you shall have the option but shall not be required to post the Submitted Materials, may edit or re-write the Submitted Materials for grammar, punctuation, style or length, and may remove any harmful, threatening, abusive, inflammatory, harassing, obscene, hateful, racially or ethnically motivated, or otherwise objectionable content; and
  - e. agree that the Submitted Materials shall not promote or endorse any products or services for which I or Child will be compensated.
- 3. Non-Confidential. The Submitted Materials will be deemed not to be confidential or secret, and may be used by you in any manner consistent with the Release, the <u>Terms of Use</u> and the Sites' <u>Privacy Policy</u>. Child and I acknowledge and agree that, subject only to your Privacy Policy, any Submitted Materials are non-confidential and that you have no obligation to guard against any third party use or misuse of Submitted Materials. Child and I acknowledge that you are not responsible for maintaining any Submitted Material that we provide to you, and you may delete or destroy any such Submitted Material at any time. You reserve the right to remove any Submitted Materials for any reason, in your sole discretion.
- 4. License. Child and I hereby grant you and your affiliates a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sub-licensable right and license to:

- a. use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display, make, sell and export such material (in whole or part) and/or to incorporate it into other works in any form, media, or technology now known or later developed, including for promotion, advertising and trade regarding the Sites;
- b. to copyright the same in your name or any other name that you may select; and
- c. to use Child's name, image and likeness in connection therewith.
- 5. Release. Child and I hereby release and discharge you from all and any claims and demands ensuing from or in connection with the use of the Submitted Materials, including any and all claims for libel and invasion of privacy.
- 6. Assignability. This Release shall inure to the benefit of your legal representatives, licensees and assigns.

Date:	
Minor's Name	Minor's Signature
Parent or Guardian Name	Parent or Guardian Signature
Address:	
City:	State/Zip:
Phone:	