



# PHOTO/VIDEO RELEASE

Between: **AGOGE WRESTLING CLUB, LLC** Hereinafter referred to, collectively with its affiliates, successors, and assigns, by "AWC", and: \_\_\_\_\_ **[WRESTLER(S) NAME(S)]** Hereinafter referred to as "the Participant(s)".

## **BACKGROUND:**

A. In connection with the operations, advertisement and promotion of the AWC wrestling, AWC has engaged in, is currently engaged in, or may in the future engage in creating media, which includes, but is not limited to, photographs, audio and/or visual recordings, live broadcasts, written materials, websites and/or other media productions (hereinafter collectively referred to as the "Materials") or creating such Materials as a by- product of its core business, for personal and commercial gain:

B. The Participant(s) and the Participant(s)' undersigned parent(s)/legal guardian(s) are willing to have the Participant(s)' voice(s), image(s), picture(s) and/or likeness(es), with or without the Participant(s)' name(s), included in the Materials at the discretion of AWC. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participant(s) and the Participant(s)' undersigned parent(s)/legal guardian(s) hereby agree as follows:

## **1. AUTHORIZATION.**

The Participant(s) and the Participant(s)' undersigned parent(s)/legal guardian(s) hereby authorize and grant to AWC the irrevocable, perpetual, royalty free and worldwide right and license to use, copy, publish, exhibit, reproduce, license to a third party, and distribute the Participant(s)' voice(s), image(s), picture(s) and/or likeness(es) in one or more of the Materials, with or without the Participant(s)' name(s), for any purpose which may include, without limitation, advertising, promotion, marketing and packaging for any product or service. The Participant(s) and the Participant(s)' undersigned parent(s)/legal guardian(s) further agree that any images and sound recordings may be combined with other images, text and graphics, cropped, altered and modified, and that AWC shall have the right to copyright any or all of the Materials for its sole benefit.

## **2. AWC's RETENTION OF RIGHTS.**

The Participant(s) and the Participant(s)' undersigned parent(s)/legal guardian(s) hereby agree that AWC has and shall retain all rights to all images, sound recordings and other Materials, royalty free and for perpetuity unless explicitly noted in this Agreement, and further agree that they will not reproduce, post online, publish, use other than strictly for personal public use, or cause to have made public, any image or video of any AWC gym or "live" wrestling, without the express permission of AWC.



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### 3. RELEASE.

The Participant(s) and the Participant(s)' undersigned parent(s)/legal guardian(s) hereby (i) agree that AWC is not obligated or liable for any further consideration or accounting to them with respect to the rights and license granted hereunder for any reason, (ii) agree to fully and forever hold harmless, release, discharge and acquit AWC and its affiliates, shareholders, directors, officers, employees, agents, volunteers, successors and assigns (collectively referred to as the "Releasees") of and from any and all actions, claims, demands, suits, judgments, liabilities and proceedings both at law and in equity in any way arising from or related to this agreement, including without limitation, any and all usage, reproduction or dissemination of the Materials for personal use or in commerce, whether on, prior to or after the date hereof, and (iii) agree not to commence or maintain any suit or other proceeding against any such Releasees, whether at law or in equity, in connection with any actual or alleged injury or damage or otherwise in any way arising from or related to this agreement, including without limitation, in connection with any and all usage, reproduction or dissemination of the Materials for personal use or in commerce.

### 4. GENERAL.

The Participant(s) and the Participant(s)' undersigned parent(s)/legal guardian(s) hereby agree that this agreement is irrevocable, worldwide and perpetual, will be governed by the laws of the State of New Hampshire, shall inure to the benefit of AWC, the other Releasees and their respective heirs, successor and assigns, and is binding on the Participant(s) and the Participant(s)' undersigned parent(s)/legal guardian(s) and their respective heirs and assigns. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter hereof.

I/We, the parent(s) or legal guardian(s) of the minor above named as the Participant(s), have legal authority to execute this agreement on the Participant(s)' behalf. I/We have read and fully understand the contents of this agreement, and acknowledge and agree to all of the above terms.

\_\_\_\_\_  
Name of Wrestler(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian