



PERSONAL RELEASE

For good and valuable consideration, the receipt of which is acknowledged, I grant to The Arc of Montgomery County, Inc., trading as The Arc Montgomery County ("The Arc") or its authorized representative, licensees, successors, and assigns, the right and license to record, film, photograph, tape and otherwise capture, reproduce, rebroadcast or redistribute in any manner my name, voice and likeness; furthermore, The Arc shall have the right and license to use any biographical material that I might furnish. All images and sound captured on tape, in print or otherwise shall be referred to in this Personal Agreement as the product (the "Product").

I agree that The Arc shall (i) own all rights in the Product; (ii) have the right to use the Products, in whole or in part, in any manner or media (whether now existing or created in the future), in perpetuity, and in all languages, throughout the universe, and (iii) be entitled to use the Product as The Arc deems appropriate, including, without limitation, for promotion and publicity purposes. The Arc is under no obligation to use or exhibit the Product in any manner. I waive (i) the right to inspect or approve of any use of the Product, (ii) any rights to injunctive relief I may have in connection with this Personal Release, (iii) the right to revoke this Personal Release; and (iv) any moral rights I have in the Product. I understand that once my name, voice and/or likeness has been published, The Arc may no longer have control over its dissemination, rebroadcast or redistribution.

I release and agree to hold harmless and indemnify The Arc, its authorized representatives, licensees, and assigns from all claims, demands, causes of action, damages, liabilities of any kind, and reasonable attorney's fees which may arise out of or in connection with the use of the Product, including rebroadcast and redistribution by any third party. I agree that no sum shall be due to me for execution of the Personal Release and The Arc shall not be obligated to pay me or any third party any sum whatsoever, regardless of the time or method of any future use of the Product.

This Personal Release shall be governed by the laws of the State of Maryland, regardless of the place of its physical execution and shall be binding on my legal representatives, heirs, and assigns and The Arc's representatives, licensees and assigns. I represent and warrant that I have the right, power, and authority to grant the rights set forth in this Personal Release; furthermore, if a minor or other person subject to guardianship by another party is depicted in the Product, I represent and warrant that I am either a parent or legal guardian of the minor or other person and that I have complete authority to grant this Personal Release on his or her behalf. This Personal Release represents the entire understanding in effect between the parties.

In summary, I agree to allow The Arc to use my name, voice and image in any printed or electronic materials, included but not limited to newsletters, website, flyers and posters, for informational, promotional and publicity purposes. I understand I may revise this Personal Release at any point, but that the newly-executed Personal Release will be effective only forward in time, from the date it is delivered to and accepted by The Arc.

- I agree to and accept the terms and conditions outlined herein.
- I do not agree to and do not accept to the terms and conditions outlined herein.

Individual's Printed Name: _____

Individual's Signature: _____

Parent/Guardian Signature: _____
Required for children under age 18 or individuals subject to guardianship.

Telephone: _____

Street Address: _____

City, State, Zip Code: _____

Date: _____

Check appropriate box: Program Participant Volunteer Staff Other

Questions should be directed to Deborah Mark, Director of Communications & Outreach, 301.984.5777 x1245.

4/2011