

## DIGITAL DIVAS USE TERMS AND RELEASES

### I. RELEASE OF RISK

I will participate in the Digital Divas Program ("the Program"), being hosted by Eastern Michigan University ("the University"). I understand, acknowledge, and fully appreciate any risk of injury that may result from my travel related to and participation in the Program. I fully recognize, understand and assume any risks to which I may be exposed by participating in the Program. I understand that I am not required to participate in the Program. I acknowledge that there may be dangers and risks not known to us or not reasonably foreseeable at this time. In consideration for my voluntary participation in the Program and for any services, facilities, and other assistance provided to me, I release, waive and forever discharge and covenant not to sue the University, its regents, officers, employees, coaches, students, and agents (collectively, the "Releasees") from and against any and all liability for any harm, injury, death, damage, claims, demands, actions, causes of action, costs and expenses of any nature that I had or that may hereafter accrue to me, arising out of or related to any loss, damage, injury, including but not limited to death, that may be sustained by me, whether caused by negligence or carelessness of the Releasees or otherwise, while participating in the Program.

I hereby delegate to the University, its employees, clinicians, trainers, nurses or agents the authority to seek, obtain, and approve any emergency medical care and treatment which is deemed advisable by, and is to be rendered under the general supervision of, any physician or surgeon, for me, which in their judgment, is necessary for my health and well-being during my participation in the Program. I understand that I am responsible for any costs incurred that are not covered by my insurance and I agree to defend, indemnify and hold harmless the Releasees against any and all liability arising out of any action they may take in seeking, obtaining or approving emergency medical treatment for me.

It is my understanding that I will be subject to the policies, rules, and regulations of the University while participating in the Program.

### II. MEDIA RELEASE

I hereby grant the Releasees, the irrevocable, perpetual, non-exclusive, royalty-free and unrestricted right and license to:

- Record or use submitted recordings of my participation, appearance, and likeness on digital photography, videotape, audiotape, or any other form, medium or manner known now or hereafter known (collectively, the "Recordings").
- Use my name (or any fictional name), likeness, photograph, portrait, voice and biographical material in connection with these Recordings.
- Reproduce, distribute, create derivative works from, publicly display, and/or publicly perform, in print, digital, electronic, web, banners, signage, or any other form, medium, or manner known now or hereafter known, copies of the Recordings, in whole or in part, including, without limitation, all originals, prints, and transparencies. This may be done without restriction as to changes or alterations, for purposes of advertising, promotion, marketing, exhibition or other lawful purposes.

I represent and warrant that I possess all rights necessary to grant this permission. I make this grant of rights voluntarily. I acknowledge and agree I have no right, title, or interest in the Recordings, or in any

negatives, digital files, tapes, disks, or other recording media used for the Recordings, or in any works derived from them. I hereby release, hold harmless, and forever discharge the Releasees from any and all claims, demands, actions, causes of action, suits, costs, expenses, liabilities, and damages whatsoever, in law or equity, that I, my heirs, personal representatives, or anyone acting on my behalf, have or shall have, arising out of the use, modification or alteration of the Recordings or works derived from them, including but not limited to claims for invasion of privacy or libel. I waive any right to inspect or approve any Recordings or finished products incorporating my name or likeness.

This Agreement does not obligate Releasees to use the Recordings in any way. I have read this release, am fully familiar with its contents and, if desired, I have had the opportunity to review it with legal counsel.

### III. SEVERABILITY

If any provision of the agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby; and each provision of the agreement shall be valid and enforceable to the fullest extent permitted by law.

This release is governed by the laws of The State of Michigan, without giving effect to its conflict of laws principles. I represent and warrant that I am 18 years of age or older, am competent to sign this release, and am under no legal or contractual obligation that prevents or limits me from executing and performing it.