



PERSONAL ON-CAMERA RELEASE WE DAY CONNECT

TO: **WE CHARITY**, its parents, affiliates, agents, licensees, successors and assigns (“WE Charity”) regarding my appearance at the WE Day event taking place on November 29th, 2018 and production of behind the scenes video interviews or segments associated therewith (the “Events”).

I understand that, there will be cameras present at and recording the Events for possible inclusion in an online stream of the Events, a ‘Best Of’ retrospective, and general WE Charity promotional elements (the “Productions”). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby irrevocably agree as follows:

- Grant of Rights.** I hereby grant to WE Charity the authority to photograph, record and edit my contribution, appearance, name, approved likeness, and/or voice, including any interviews, vignettes, speeches or performance of any musical composition(s), in connection with the Events and the results and proceeds thereof (collectively, my “Appearance”). I agree that WE Charity shall be the exclusive owner of my Appearance. On the condition that my Appearance shall not be exploited for commercial, defamatory, or negative purposes including but not limited to those inconsistent with the initiatives and mission of WE Charity, I grant WE Charity the right to exploit my Appearance and/or elements thereof in connection with the exploitation, distribution and promotion of the Events, Productions, and WE Charity’s charitable initiatives any language, manner, media or communication now known or hereinafter devised, worldwide in perpetuity.
- Editing of Appearance.** On the condition that any editing does not fundamentally alter the Appearance I provided, I agree that my Appearance may be edited, added to or deleted and I hereby waive any right of inspection or approval of my Appearance or the Productions. Furthermore, I waive any moral or similar rights I may have in the Appearance and in the Productions and acknowledge that nothing contained within this agreement shall obligate the WE Charity to use my Appearance in connection with the Productions.
- Representations and Warrants.** I acknowledge, warrant and represent that: (i) I have the full right and authority to sign this release and to grant the rights granted herein; (ii) the use of my Appearance by WE Charity will not infringe the rights of any person including, without limitation, copyright and rights of privacy, publicity or personality; and (iii) to the best of my knowledge all statements made by me in my Appearance are true and accurate. I hereby indemnify and hold WE Charity, its shareholders, directors, employees and agents harmless from and against any and all claims, damages and costs arising out of breach of the warranties herein.
- Release.** I hereby release and discharge WE Charity, its affiliated companies, shareholders, directors, employees, agents, successors, licensees and assigns from any and all claims, demands or causes of action that I, my heirs, executors or administrators have or may have against WE Charity, its shareholders, directors, employees or agents, for personal injury, illness, death, invasion of privacy, defamation, infringement of copyright or any other cause of action arising out of production, distribution, broadcast or exhibition of my Appearance and the Productions, including, without limitation, arising out of any act or omission of any released party or other participants. In no event, shall I have the right to obtain or enforce any injunctive, equitable, or other relief which would in any manner prevent, delay or otherwise interfere with the complete exercise by WE Charity of the rights granted herein.
- Participation.** I understand and acknowledge that if I am, or have ever been, a member of any performing arts union or guild, my participation in the Productions and Events does not constitute a performance and/or an appearance as defined by or within the jurisdiction of any performing arts union or guild nor does it entitle me to any wages, salary, residuals, or other similar compensation as may be determined by any performing arts union or guild.
- Assignment.** On the condition that WE Charity remains primarily liable, WE Charity may transfer and assign this Release or all or any of its rights or privileges hereunder to any entity or individual without restriction.
- Jurisdiction.** I have read and fully understand all of the terms of this release. This Release shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and I expressly attorn to the jurisdiction thereof.

Signature: _____ **Date:** _____

Printed Name: _____

(FOR USE BY PARENT OR GUARDIAN OF RELEASEE UNDER THE AGE OF MAJORITY: I represent that I am a parent/guardian of the minor named above and I agree that the grant and release contained therein binds me and said minor to all of the terms thereof).

Signature of Parent or Guardian: _____ **Date:** _____

Printed Name of Parent or Guardian: _____