

TOURO COLLEGE & UNIVERSITY SYSTEM

GENERAL RELEASE FORM (INDIVIDUAL)

I hereby grant the right and permission, without reservation, to Touro College and University System, and those authorized by Touro College and University System, to photograph and/or videotape me and further to display, use and/or otherwise utilize, in original or modified form, my face, likeness, name, information, voice, and appearance forever and throughout the world, in all media, whether now known or hereafter devised, throughout the universe in perpetuity (including, without limitation, in online webcasts, social media, television, motion pictures, films, newspapers, publications or use by third parties) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, including, without limitation, for the promotion, public education, and/or fundraising activities of Touro College and University System, without compensation, reservation or limitation. Touro College and University System is, however, under no obligation to exercise any rights granted herein.

I release Touro College and University System, its officers, directors, agents, employees, independent contractors, licensees and assignees from all claims that I now have or in the future may have, relating to the above.

I agree that Touro College and University System, or its grantees or assignees, will be the sole owner of all tangible and intangible rights in the abovementioned photographs and recordings, with full power of disposition.

Any controversy or claim arising out of or relating to this release or the breach, termination, or validity (including enforceability and scope of this arbitration clause) thereof, shall be exclusively settled by expedited binding arbitration in Touro College and University System's offices administered by the American Arbitration Association ("AAA") and conducted by a sole arbitrator (who shall be an attorney) in accordance with the AAA's Rules ("Rules"). The costs of such arbitration shall be borne equally by the parties, with each party also bearing its own attorneys' fees and any costs associated with presenting its proof. Judgment upon the award rendered may be entered in any Court of competent jurisdiction. The undersigned hereby waives trial by jury which waiver is independent of the agreement to arbitrate disputes.

I am over 18 years of age*

Date _____ Name (print) _____

Date of Shoot/Session _____ Signature _____

Location _____ Address _____

Phone _____ Program _____

*(If a minor, the following should also be signed by the parent or guardian)

I am the parent or guardian of the minor named above, and I have consent to the foregoing on behalf of the minor and myself.

Date _____ Address _____

Name (print) _____ Relationship _____

Signature _____ Phone _____