



Junior Achievement  
2711 Middleburg Drive Ste. 301  
Columbia, SC 29204

## **JA Volunteer Media Release and Consent**

Junior Achievement USA and Junior Achievement of Greater South Carolina (collectively "Junior Achievement") engage with volunteers ("JA Volunteer") to deliver K-12<sup>th</sup> grade programs in-person, online, or through other virtual means, for the purpose of fostering work-readiness, entrepreneurship and financial literacy skills. JA Volunteers deliver these programs featuring content provided by Junior Achievement ("JA Materials"), but JA Volunteers may also create and furnish content for use with these programs ("Volunteer Created Materials"). In presenting the JA Materials or the Volunteer Created Materials, the Likeness (defined below) of the JA Volunteer may be photographed, recorded or otherwise reproduced. This JA Publicity Release, Copyright Acknowledgement and Content License (the "Agreement") authorizes Junior Achievement to use the Likeness of the JA Volunteer, clarifies the ownership of JA Materials and Volunteer Created Materials, and grants a license for Junior Achievement to use the Volunteer Created Materials and other content as described below.

For good and valuable consideration, including the opportunity to serve as a JA Volunteer, I agree as follows:

### **I CONFIRM, REPRESENT, WARRANT AND AGREE AS FOLLOWS:**

#### JA Materials

- I understand that Junior Achievement is the sole and exclusive owner of all right, title, and interest in and to all JA Materials, including any media embodying any portion of the JA Materials, and any and all derivatives of the JA Materials, including but not limited to all copyrights and other intellectual property rights therein.
- If it is ever determined that I own any rights in the JA Materials contrary to what I have represented herein, I hereby irrevocably assign, transfer and otherwise convey to Junior Achievement all right, title, and interest in the JA Materials, including but not limited to any copyrights and intellectual property rights therein, including any renewals and extensions.
- I agree that I will not challenge or contest, or assist any third party in challenging or contesting, Junior Achievement's ownership in and to the JA Materials.

#### Volunteer Created Materials

- I confirm that the Volunteer Created Materials do not infringe upon any copyright, trademark, trade dress, rights of privacy or publicity, patent rights or third party contract rights and do not contain libelous or scandalous matter.
- I agree not to incorporate any third-party content or materials into the Volunteer Created Materials, and I represent and warrant that all Volunteer Created Materials furnished by me shall be free of any third-party content and materials, unless I have secured express written permission from all rightsholders, including the right to license such content to Junior Achievement as part of the Volunteer Created Materials hereunder.
- I agree to indemnify, defend and hold Junior Achievement harmless from any and all actions, damages and liabilities (including without limitation any attorneys' fees and costs) that may arise by or in connection with a breach of my representations herein.

License to Use Volunteer Created Materials

- I grant Junior Achievement, a perpetual, non-exclusive, irrevocable, sublicensable and royalty-free right to copy, distribute, publicly display, publicly perform, create derivative works, edit, enhance, publish, market, sell and use the Volunteer Created Materials in any medium and in any manner throughout the world.

My Likeness

- Junior Achievement may, at its discretion, use my name, voice, image, picture, silhouette, and other aspects of my likeness (“Likeness”) in any recording, video, still-image, photograph, or other form of media without restriction, in connection with its use of JA Materials, Volunteer Created Materials, and Junior Achievement programs, or for any purpose related generally to Junior Achievement, including commercially and in connection with the creation and use promotional materials, advertising, and publicity.

Junior Achievement

- Junior Achievement is a nonprofit corporation and is fully in charge of its programming, branding and marketing. Because of that:
  - Junior Achievement will own any materials in which it uses the Volunteer Created Materials.
  - I will not use any materials Junior Achievement creates with the Volunteer Created Materials without Junior Achievement’s prior written permission.
  - I will not have any pre-approval rights over how the Volunteer Created Materials or my Likeness are used.
  - Junior Achievement is not obligated to use the Volunteer Created Materials or my Likeness if it decides not to do so.
  - I cannot revoke this Agreement once the Volunteer Created Materials or my Likeness have been used.
  - I will not sue, dispute, challenge, raise objections to or institute proceedings against Junior Achievement for using the Volunteer Created Materials or my Likeness and I hereby waive all legal and equitable rights I may have as well as all claims, demands, damages and expenses arising directly or indirectly from the same.

Formalities

- I am under no obligation to sign this Agreement, but if I do sign, I do so voluntarily, without duress, fully understanding my rights, the meaning and effect thereof, and with intent to be legally bound by the terms of this Agreement.
- This Agreement is binding on, and shall benefit, Junior Achievement, me and our respective (as applicable) heirs, devisees, legatees, representatives, guardians, conservators, administrators, successors, assigns, agents, transferees and estates.
- I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_