



## A21 PERSONAL SUPPORTER STORY RELEASE AND WAIVER

THE A21 CAMPAIGN, INC.

You (the signatory below (hereinafter, “You” or “A21 Supporter”)) have offered voluntarily to submit for publication, and hereby consent to and authorise The A21 Campaign, Inc. of 1904 Harbor Blvd. #831, Costa Mesa, CA 92627, ( a non-profit corporation with corporation no. C3177696 and registered with the Registry of Charitable Trusts no. CT0171953) and its subsidiaries, licensees, successors and assigns (together “A21”) to have the sole and exclusive right to use

1. Personal data, including sensitive personal information
2. any records retained by A21 including records of services received from A21 and other organisations and agencies working with A21
3. any quotes, stories and other information, including third party personal information
4. Your image or likeness or the image or likeness of any other person, including photographic, motion picture and electronic (video) images
5. Your voice or the voice of any other person, including audio, sound and video recordings or clips

relating to Your history and experiences as a supporter of A21 and contained in or connected with any material You submit electronically or otherwise to A21 for publication at any time (“Supporter Stories”) and all Intellectual Property Rights in connection therewith, for any and all activities and purposes of A21 including print, sound, film or video (including any digital still and moving image) publications, research activities and marketing collateral and A21 has agreed to allow You to submit such material for publication on condition that You grant this consent, waiver and release of liability and rights (“Release and Waiver”) and accept certain other terms and conditions attaching from time to time to A21 supporter activities.

This Release and Waiver is hereby executed and unconditionally accepted by You as an A21 Supporter on the date you check the box and click on the “submit” button above or on the date written below by you, the undersigned, in favor of A21 and A21’s Related Entities.

A21’s Related Entities shall include A21’s subsidiary, affiliated, related and parent corporations, companies and divisions, professional corporations, members, partnerships, limited partnerships, limited liability companies, partners, limited partners, officers, directors, shareholders, board members, employees, managers, employers, associates, principals, independent contractors, administrators, agents, affiliates, experts, legal representatives, accountants and attorneys, agents for collections, other agents, representatives, insurers, trusts, trustees, beneficiaries, executors, joint venturers, heirs, predecessors, successors and assigns – as well as any sponsors, participants, donors, volunteers, fundraisers or any other persons, agencies or entities associated with A21 from time to time.

A21 Supporter acknowledges and agrees that any and all representations made and releases, waivers, covenants, consents and permissions given by You are given on behalf of Yourself, any and all of Your minor children or persons over whom You have guardianship or responsibility and any other person who is identifiable, appears in or is heard in any Supporter Stories submitted for publication or use by A21 in connection with this Release and Waiver.

### **The A21 Campaign, Inc.**

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Office: 1904 Harbor Blvd. suite 831, Costa Mesa, CA 92627



You, as an A21 Supporter hereby freely, voluntarily, and without influence from anyone or duress of any kind unconditionally accept and/or execute this Release and Waiver and consent and agree to each of the following

For the purposes of this Release and Waiver “Intellectual Property Rights” shall mean all intellectual and industrial property rights of whatever nature comprised in or relating in any way to Supporter Stories anywhere in the world and all rights pertaining thereto, whether recorded or registered in any manner, or otherwise, including without prejudice to the foregoing generality, patents, trademarks, registered designs (including applications for any of the same), copyright, design rights, semi-conductor topography rights, database and software rights, mask works, trade secrets, know-how, business names, trade names, brand names, domain names and all other legal rights anywhere in the world protecting or relating to such intangible property

You hereby grant to A21, the right to use, publish, copy, print, copyright, transfer and distribute (including electronically transfer and distribute), duplicate, manipulate and reproduce, in whole or in part and for any and all purposes without limitation, Supporter Stories, for any lawful purpose including but not limited to publicity, distribution, promotion, illustration, advertising, marketing, sale, copyrighting, Web interfaces, animation, education or educative curricula or conferences, press conferences, meetings, hearings, recruitment, and lobbying, in any and all media including, without limitation, cable and broadcast television and public service announcements (PSA's), and the Internet, brochures and other print media including billboards, and in e-formats or Web formats. This permission extends to all languages, media, formats and markets now known or hereafter devised. Further, there is no time limit on the validity of this release nor is there any geographic limitation on where Supporter Stories may be so used, published or distributed.

You further grant A21 all right, title, and interest in Supporter Stories, and further grant A21 the right to give, sell, transfer, and exhibit Supporter Stories or copies, facsimiles or recordings thereof, for marketing, communications, or advertising purposes, as it deems fit.

You hereby waive the right to receive any payment or compensation for signing this Release and Waiver and waive the right to receive any royalties, payment or compensation for – or arising out of or related in any way to – A21's use of Supporter Stories as described under or for any of the purposes authorized by this Release and Waiver. You also waive any right to inspect or approve any use of Supporter Stories as described under or for any of the purposes authorized by this Release and Waiver including finished audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated and other electronic media that may be used in conjunction therewith. You further hereby irrevocably authorize A21 to edit, alter, copy, exhibit, publish, distribute and fully exercise the rights granted by this Release and Waiver in connection with, Supporter Stories, and hereby hold harmless and release and forever discharge A21 from all claims, demands, and causes of action which You, Your heirs, representatives, executors, administrators, or any other persons acting on Your behalf or on behalf of Your estate have or may have by reason of this authorization or otherwise.

The provisions of this Release and Waiver shall survive any termination of it.

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**Web Page Content.** A21 provides as a service, access to web pages to A21 Supporters to use in connection with their A21 supporter activities (“Pages”). All donations received through the Pages are contributions for which no goods and services have been provided. You acknowledge and agree that Pages shall not contain any language which suggests that merchandise or services will be provided in exchange for any financial contribution or benefit offered or provided to A21 or the A21 Supporter or others. A21 Supporters are expressly prohibited from offering merchandise sales, prizes, raffles, giveaways, lotteries, contests, tournaments, lucky draws, or any games of chance on their Pages either as an outright token action or as an inducement to solicit donations.

As an A21 Supporter, You are limited to disseminating information that is for the benefit of A21 supporter activities. A21 Supporter Pages are expected to represent A21 in a professional manner in accordance with the A21 Internet Privacy Policy and Internet Terms and Conditions. Furthermore, A21 Supporters are expressly prohibited from including information on their Pages that is inconsistent with A21’s mission and values. A21 Supporter Pages shall not advertise for-profit business. Examples of prohibited subjects include, but not are limited to, the sale or promotion of any goods or services, an endorsement or perceived endorsement of any goods or services, support or opposition of a political party or a political candidate, materials affiliated with tobacco or tobacco-related products and any other products inconsistent with A21’s mission, content of any nature which may result in fraud or misrepresentation to the public, pornographic or otherwise offensive sexual materials, racially or ethnically prejudicial materials, overtly religious materials or any other information that may be offensive to the general public. A21 reserves the right to edit or remove any A21 Supporter Page that A21 deems in violation of these policies and standards.

**Exclusion of Indirect Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL A21 BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, FOR LOST PROFITS, LOST SAVINGS, LOST DATA OR OTHER SPECIAL, DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS RELEASE AND WAIVER OR ANY USE OF SUPPORTER STORIES AS DESCRIBED UNDER OR FOR ANY OF THE PURPOSES AUTHORIZED BY THIS RELEASE AND WAIVER, EVEN IF A21 OR YOU HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE**

**Absolute Cap on Liability. THE MAXIMUM, AGGREGATE LIABILITY OF A21 UPON ANY CLAIMS HOWSOEVER ARISING OUT OF OR RELATING TO THIS RELEASE AND WAIVER OR ANY USE OF SUPPORTER STORIES AS DESCRIBED UNDER OR FOR ANY OF THE PURPOSES AUTHORIZED BY THIS RELEASE AND WAIVER WILL IN ANY EVENT BE ABSOLUTELY LIMITED TO THE DIRECT DAMAGES ACTUALLY INCURRED BY YOU UP TO THE TOTAL AGGREGATE AMOUNT OF \$10**

**Law.** This Release and Waiver shall be exclusively governed by and construed in accordance with the laws of the United States and the State of California, without respect to its choice of law provisions, and the state and federal courts located in the State of California shall have exclusive jurisdiction over all disputes arising hereunder or in connection with the subject matter hereof. The parties hereby irrevocably consent to personal jurisdiction of such courts for such purpose and waive any right to allege

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lack of personal jurisdiction, improper venue or inconvenient forum in any such action brought in any such court

You acknowledge that You (and You on behalf of others) have given up substantial rights by signing this Release and Waiver, and You represent and warrant that You have signed this document freely and voluntarily and without any inducement, assurance or guarantee being made and intend Your electronic acceptance of this Release and Waiver to be a complete and unconditional release of liability to the greatest extent allowed by law.

**Electronic Acceptance.** By checking the box electronically in connect with this Release and Waiver, You acknowledge and represent electronically, that You are authorized to, and have read, understood, and agree to the terms and conditions of this Release and Waiver. In addition, by accessing, using, receiving and making electronic transmissions to A21 in connection with the activities and matters referred to in this Release and Waiver You acknowledge and agree that its terms and conditions are legally binding upon You whether or not You clicked on any electronic button or such similar links as may be designated by A21 to accept this Release and Waiver or gain access to and use any A21 service using the internet or other electronic forms of communication.

You also acknowledge and represent pursuant to any applicable statutes, regulations, rules, ordinances or other laws, You accept the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, contractual terms, records of transactions and other data initiated or completed through electronic means with A21 and You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention or filing of electronic or non-electronic records.

**Parent/Guardian representations and waivers on behalf of Minor Children.** In consideration of any minor child or other ward, being under 18 years of age, (hereafter a “Minor Participant”), participating or appearing in any Supporter Stories or other materials contemplated by this Release and Waiver, You (the undersigned) in Your capacity as Minor Participant’s parent or guardian, hereby grant this Release and Waiver for and on behalf of all such Minor Participants, and understand that this Release and Waiver forever releases, waives and discharges any and all Claims, Damage or Loss, which arise or may hereafter arise from a Minor Participant participating or appearing in any Supporter Stories or A21 exercising its rights or privileges under this Release and Waiver. You also acknowledge and hereby certify that both the Minor Participant and You have read and understand all of the terms and conditions set forth in this Release and Waiver signed by You on behalf of Your child or ward, and You hereby consent and agree to each and every term and condition contained in this Release and Waiver as it relates to the Minor Participant and You both do so freely and voluntarily. You also certify that it was not practical to obtain the signature or acceptance of this Release and Waiver by any other parent or guardian of such Minor Participant(s).

For the purposes of this release “Claims” shall mean any and all known or unknown, suspected or unsuspected, contingent or fixed claims, civil or criminal complaints, administrative or agency actions, grievances, allegations, demands, liabilities, debts, losses, obligations, promises, damages, injuries, costs, compensation, commissions, interest, penalties, expenses (including without limitation, attorneys’ fees), lawsuits, actions (in law, equity or otherwise), rights and privileges, and causes of action including but not limited to tort and negligence theories, breach of contract, breach of implied in fact contract,

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breach of the implied covenant of good faith and fair dealing, promissory estoppel, fraud, negligent misrepresentation, intentional or negligent interference with contract or economic advantage, indemnity, intentional or negligent infliction of emotional distress, statutory or common law unfair competition, invasion of privacy, abuse of process, malicious prosecution, and all other injuries of any nature, kind and description, in law, equity or otherwise whether not now known or ascertained