Macmillan Learning

**Video/Interview/Photography Consent and Release to be signed by Interviewees, Individuals appearing as themselves and being Photographed or Recorded**

I, the undersigned, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant to Bedford, Freeman & Worth Publishing Group, LLC, d/b/a Macmillan Learning (“Publisher”) and its affiliates, agents, contractors and licensees, the right to interview me and record such interviews in videos and film, to take photographs of me, to make stills from such videos and film and to prepare a transcript of such interview from such videos and film (collectively, such videos, films, photographs, stills and transcripts, the “Videos”) and the right to use the Videos in, on and in connection with any project, including all versions and editions thereof, and all derivative and ancillary works based thereon, and any other work that Publisher, its affiliates or licensees so desire (the "Works") and in the advertising, marketing and promotion of the Works, and for general marketing and promotion purposes, all as Publisher, its affiliates and licensees desire, in all print, electronic and other media or formats now known or hereafter invented, throughout the world, without any payment whatsoever to me.

I understand and agree that the Videos are the property of Publisher, giving Publisher the right, without limitation, to copy, exhibit, display, publicly perform, publish, distribute, broadcast, transmit and otherwise use, to edit, modify, translate the Videos and to use them in, on and in connection with the Works, and to register copyright (including all renewals, extensions and reversions of copyright) in the Videos and in the Works, in the name of Publisher or such other entity as Publisher sees fit. By signing this Release, I hereby irrevocably agree that the Publisher and its affiliates and licensees may copy, exhibit, display, publicly perform, publish, distribute, broadcast, transmit and otherwise use the Videos, and together with the Videos, my name, image, likeness and other indicia of identity:  (a) in the interior of the Works; (b) on the jacket and/or cover and/or packaging of the Works, including without limitation on the landing page of the website on which the Works are displayed; (c) in any and all advertising and promotion for the Works; and (d) for any and all advertising and promotion purposes generally.  I confirm that I am giving up and waiving any right which I might otherwise have to inspect or approve the Videos, the context(s) in which they are used, and the Works, and any advertising, marketing and promotional uses.

I hereby irrevocably waive, release and agree not to bring at any time, any claims of any type whatsoever against Publisher, or any of its affiliates, agents, contractors, assignees or licensees, or any of their respective officers, directors, employees, agents, successors or assigns, in any way arising from or relating to any of the uses permitted under this Release, including without limitation any claims asserting infringement of rights of publicity, misappropriation of likeness or image, false endorsement, invasion of privacy; false light, infliction of emotional distress, defamation or breach of contract. The foregoing waiver, release and agreement will apply regardless of any claim that any version of the Videos or the Works or any advertising, marketing or promotion thereof is in any way inaccurate or takes anything I may have said out of context.

I am at least 19 years of age and am competent to contract in my own name.

I have read this Release before signing below and I fully understand the contents, meaning, and impact of this Release.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone and E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If the person signing is under age 19, there must be consent by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, named above, and do hereby give my agreement without reservation to the foregoing on behalf of this person.

Signature (Parent/Guardian): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name (Parent/Guardian): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone and E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_