

Consent, License to Use and Release Agreement

I have voluntarily chosen to participate (or, where applicable, permit my minor child or ward to participate) in and/or submit on behalf of myself (or, where applicable, on behalf of my minor child or ward) photos, videos, personal stories and/or other content to the The Town of Greeneville ("The Town"). In consideration of the benefits I will receive or have received from my involvement (or, where applicable, my minor child or ward's involvement) with The Town and any other valuable consideration, the receipt and sufficiency of which I acknowledge, I, for myself and on behalf of my family, heirs, next of kin and anyone else who might make a claim by or through me (or, where applicable, through my minor child or ward), do hereby:

1. Grant the The Town Parties (as defined below) **AN IRREVOCABLE, PERPETUAL, ROYALTY-FREE LICENSE TO USE MY NAME, PHOTOGRAPH, IMAGE, VOICE, LIKENESS AND PERSONAL STORY, (AND/OR, WHERE APPLICABLE, THE NAME, PHOTOGRAPH, IMAGE, VOICE, LIKENESS AND PERSONAL STORY OF MY MINOR CHILD OR WARD) IN WHOLE OR IN PART, IN ANY MEDIA** (collectively, the "Works") for marketing and other lawful purposes now and in the future without further notification, inspection or approval by me, compensation to me, and/or cost to The Town Parties. I acknowledge and agree that the consideration recited above constitutes full payment for the rights granted herein; that The Town shall be the exclusive owner of all rights, including copyrights and other intellectual property rights, in the Works; and that The Town Parties may, but are not obligated in any way to, use the Works as part of a world-wide marketing campaign. "The Town Parties" shall include The Town and/or any of its owners, employees, officers, directors, shareholders, independent contractors, vendors, affiliates, franchisees, licensees and agents; and
2. **FOREVER RELEASE, DISCHARGE, COVENANT NOT TO SUE, INDEMNIFY, HOLD HARMLESS, AND ABSOLVE The Town Parties from and against any and all INJURIES, DAMAGES, CLAIMS, ACTIONS, RIGHTS, LIABILITIES, CAUSES OF ACTION, DEMANDS OR OTHERWISE**, which I have or may have (and/or, where applicable, that my minor child or ward has or may have or that I as the parent or guardian have or may have for, by, or through him/her) including those arising from the partial or sole negligence of The Town Parties and/or arising from or in any manner related to use of the Works, and which third parties have or may have arising from or in any manner related to use of the Works.

I represent, warrant, covenant and certify that I: (i) am at least 18 years old and the age of majority in my state of residence, (ii) have read and understand this Consent, License to Use and Release Agreement (the "Agreement"), (iii) have full legal capacity to execute this Agreement on behalf of myself (or, where applicable, on behalf of my minor child or ward) and will not seek to disaffirm this Agreement, and (iv) have not made any prior contract or commitment in conflict with this Agreement.

If any court of competent jurisdiction declares any provisions of this Agreement to be unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such unenforceable provision or provisions had never been contained herein. This Agreement shall be governed in accordance with the laws of the State of Tennessee, and I consent to exclusive jurisdiction and venue in the federal courts located within, and state courts of, the State of Tennessee. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise between me and The Town Parties.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT INCLUDES A WAIVER OF LIABILITY AND RELEASE AND AN AGREEMENT BY ME TO INDEMNIFY THE TOWN PARTIES AND I SIGN IT OF MY OWN FREE WILL.