



Lead the Way Workforce Development Video Contest TEAM MEMBER SUBMISSION WAIVER AND RELEASE FORM

Date: _____, 2015 **Name of School:** _____

Video name: _____

Industry Selected: _____ **Specific Occupations Selected:** _____

Name of team member: _____

Name of team member: _____

Name of team member: _____

Name of advisor (Optional): _____

PLEASE READ CAREFULLY THE OFFICIAL RULES BEFORE SUBMITTING AN ENTRY TO THE CONTEST.

The information provided herein is qualified in its entirety with the Official Rules. In the event of conflicts between this Waiver and Release and the Official Rules, the Official Rules shall prevail.

By submitting this Waiver and Release, the person whose information is provided below (the "Participant") expressly understands and agrees to abide, comply and follow the Official Rules.

By submitting an entry to the Lead the Way Workforce Development Contest ("Contest") and executing this Waiver and Release, the Participant accepts and agrees that the Federal Reserve Bank of New York (collectively, the "Sponsors") shall be deemed the sole and exclusive owners of all worldwide rights, title, and interests in and to the video submitted by the Participant in the Contest (the "Video"), including without limitation, all copyrights, patents, trademarks, trade names, trade secrets and any other proprietary rights over the Video. In this regard, for no additional consideration, the Participant hereby agrees to and hereby assigns to the Sponsor all worldwide rights, title, and interests in and to the Video. The Participant acknowledges and agrees that the Sponsor may edit and use the Video in their sole discretion.

By submitting an entry to the Contest, both during the term of Contest and thereafter, the Participant agrees to cooperate with the Sponsor in securing the protection and enforcement of any rights over the Video. This includes, but is not limited to, acknowledging and delivering to the Sponsor all documents or papers which may be necessary to enable the Sponsor to publish, protect, register and/or obtain statutory protection throughout the world for the Video.

The Participant hereby warrants and represents that he/she complies with the eligibility requirements established in the Official Rules.



The Participant hereby warrants and represents that he/she has or will have full and sufficient rights and authorization to grant the indemnities, consents, authorizations, assignments, licenses, releases and waivers required under the Official Rules; that he/she has made no agreements, grants, assignments, licenses, or commitments which will conflict with or impair the complete enjoyment of the rights and privileges granted to the Sponsor; that any or all materials, proposals, solutions, ideas, concepts, documentation, disclosures, submissions and entries of the Participant and/or his/her teammates related to the Contest including but not limited to any the Video are or will be wholly original, and they do not and shall not infringe upon or violate any copyright, or any other right, and that there is, to the best of the Participant's knowledge, no claim or action pending, outstanding or threatened which might in any way prejudice the rights granted or to be granted to the Sponsor.

The Participant hereby authorizes the Sponsor to use the personal information for purposes of conducting and administering the Contest. In addition, the Participant grants to the Sponsors a worldwide, royalty-free, non-exclusive and irrevocable license to make use of, copy, reproduce, modify, adapt, distribute, transmit, broadcast, display, exhibit, project, and to otherwise exploit in any manner now known or hereafter to become known, the Participant's name, (including any nicknames and aliases), and any or all renderings of the Participant's voice, image and likeness in connection with the creation, development, production, marketing, promotion, distribution and sale of any of the products and services of the Sponsors.

The Participant agrees to indemnify and hold harmless the Sponsor for and against any damage, civil or criminal liability, fine, charge, expense or loss imposed on the Sponsor through a judgment or any other legal or administrative procedure, or in any other manner, as a result of: (1) any breach of the Official Rules directly or indirectly attributable to the Participant or his/her teammates; (2) negligent or intentional acts or omissions by the Participant, his/her teammates, and/or any other person acting on Participant's behalf; (3) the infringement of any patents, copyrights, trademark, trade name, trade secrets, privacy rights, right of publicity or any other rights of any person or entity; (4) any misrepresentation made by the Participant in connection with the Contest (including, but not limited, to misrepresentations regarding your compliance with the eligibility requirements); and/or (5) for failure to comply with any law, rule or regulation applicable to, or that has to be complied with by the Participant, his/her teammates and/or any other person acting on his/her behalf.

By submitting an entry to the Contest the participant expressly releases the sponsor, its subsidiaries, affiliates, officers, employees, agents, successors and assigns from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind (directly or indirectly) arising out of or in connection with the contest or acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries, losses, and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, warranty, tort (including negligence, whether active, passive, or imputed), strict liability, product liability, contribution, or any other theory, for expenditures, investments or other obligations or commitments incurred or made by you in connection with the contest, or on account of any other thing or cause whatsoever.

The Participant accepts and acknowledges that he/she (i) has had an opportunity to have the counsel of his/her choice fully explain the words and terms used in this Waiver and Release and the Official Rules, and (ii) that Participant fully understand the words and terms used in the Waiver and Release and the Official Rules and its effect.

Any provision of the Waiver and Release and the Official Rules that is declared invalid or unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof.

I _____ (name of team member(s)) agree to abide by the terms and provisions contained in this Waiver and Release and the Official Rules. I _____ (name of team member(s)) declare and represent that no promises, inducements or agreements have been made to me; and that I am competent to execute this document; that I had read the Waiver and Release and the Official Rules and understand their contents and execute this document voluntarily.



IN WITNESS WHEREOF, the Participant has duly executed and delivered this Waiver and Release as of the day and year last below acknowledged.

Signature of team member: _____

Date: _____ 2015

Telephone: _____

E-mail: _____

Signature of team member: _____

Date: _____ 2015

Telephone: _____

E-mail: _____

Signature of team member: _____

Date: _____ 2015

Telephone: _____

E-mail: _____