**NAME, IMAGE, AND LIKENESS RELEASE FORM**

This Name, Image, and Likeness Release Form (referred to as the "**Agreement**") is made between [COMPANY NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE], with its principal office at [BUSINESS ADDRESS] (the "**Company**"), and the undersigned individual, residing at the address listed below ("**I**" or "**me**").

I understand and agree that the Company may use my name, image, likeness, voice, and other personal attributes, along with any personal details I provide, for promotional, advertising, commercial, and related purposes.

In consideration of [the non-monetary benefit of participating in the Company’s promotional activities / [OTHER NOMINAL CONSIDERATION] / a one-time payment of $[NUMBER]], and for other valuable consideration, the receipt of which I acknowledge, I grant the Company full permission to use and display my name, image, likeness, and personal attributes as described, under the terms of this Agreement.

1. **GRANT OF RIGHTS**
	1. I irrevocably grant the Company, along with its affiliates, successors, assigns, and any authorized partners—including licensees, advertising and promotional agencies, and fulfillment providers—and their respective employees, officers, directors, and agents (collectively, the "**Authorized Parties**"), the unrestricted right to use, reproduce, display, distribute, broadcast, modify, adapt, create derivative works from, and otherwise exploit my name, image, likeness, appearance, [voice], [biographical information], [signature], and any other personal characteristics or private information, as well as any materials created by or for the Company that incorporate any of the foregoing (the "**Materials**").
	2. This permission extends globally and in perpetuity, across all forms of media and platforms now known or developed in the future, including but not limited to print media, television, film, radio, online streaming services, social media platforms, mobile applications, promotional displays, advertising materials, press releases, and digital or physical publications.
	3. The Company may use the Materials for [any purpose, including but not limited to] advertising, marketing, public relations, publicity, packaging, and promotional activities related to the Company, its affiliates, or their products and services, without requiring further consent from me or providing any royalty, payment, or other form of compensation [unless otherwise explicitly stated in this Agreement].
2. **OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**
	1. The Company will retain exclusive ownership of all rights, including copyrights, in the Materials. I irrevocably transfer and assign to the Company any and all rights, title, and interest I may have in the Materials, including all copyrights and intellectual property rights, for all jurisdictions worldwide and in perpetuity. This transfer includes any registration, renewal, and reversion rights, as well as the right to take legal action against any infringement.
	2. I acknowledge that I will not have the right to review, approve, or request modifications to the Materials before their use by the Company. The Company will not be liable for any editing, alterations, distortions, or effects applied to the Materials, including how I am represented. Any credit or acknowledgment of my contribution will be at the sole discretion of the Company, which is under no obligation to provide such credit.
	3. The Company has no obligation to use the Materials or exercise any of the rights granted under this Agreement.
3. **WAIVER OF CLAIMS AND RELEASE OF LIABILITY**
	1. To the maximum extent allowed by law, I irrevocably waive any and all legal and equitable rights related to any claims, demands, actions, suits, damages, or expenses (collectively, "**Claims**") that may arise, directly or indirectly, from the Company’s use of the Materials or its exercise of the rights granted under this Agreement. This includes, but is not limited to, Claims for copyright or trademark infringement, violation of moral rights, libel, defamation, invasion of privacy (such as intrusion, false light, or public disclosure of private facts), misappropriation of name or likeness, violation of publicity rights, or any Claims related to physical or emotional harm, whether based in tort, contract, or any other legal theory, now or in the future, under the laws of any jurisdiction.
	2. This waiver applies regardless of whether such Claims result, in whole or in part, from the negligence of the Company or any authorized parties. I also agree not to initiate or pursue any legal action against the Company or its affiliates, employees, agents, successors, or assigns (the "**Authorized Parties**") in connection with any such Claims and forever release and discharge the Authorized Parties from any liability related to these matters.
	3. I acknowledge that the Company is relying on this Agreement and will incur expenses based on my commitments here. I further agree that this Agreement is final and binding and cannot be terminated, rescinded, or modified, in whole or in part.
4. **REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION**
	1. I represent and warrant to the Company that [I am at least [18/NUMBER] years old] and that I have the full legal right, authority, and capacity to enter into this Agreement and grant the rights outlined herein. I further confirm that all statements, information, and materials I provide in connection with this Agreement will be true, accurate, and complete.
	2. I also represent and warrant that the Authorized Parties’ use of the Materials, as permitted under this Agreement, will not infringe upon or violate any intellectual property rights (including but not limited to copyrights, trademarks, or trade secrets), privacy rights, publicity rights, or any other legal rights of any individual or entity. I confirm that no additional consents, approvals, or payments to third parties are required for the Company to fully exercise the rights granted under this Agreement.
	3. I agree to defend, indemnify, and hold harmless the Authorized Parties from any and all Claims brought by third parties that arise out of or relate to my breach or alleged breach of this Agreement, including any misrepresentations or violations of the warranties provided above.
5. **MISCELLANEOUS**
	1. This Agreement represents the complete and exclusive understanding between the Company and me regarding the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations, warranties, or understandings, whether written or oral, relating to this subject. I confirm that I have not relied on any statements, promises, or representations made by the Company or any of its representatives, whether statutory or implied, except for those explicitly set forth in this Agreement.
	2. If any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, that provision will be deemed modified or limited to the extent necessary to make it enforceable, or if that is not possible, severed from the Agreement. The remaining provisions will remain in full force and effect and will not be affected or impaired by the invalidity or unenforceability of any provision.
	3. The Company may assign this Agreement, in whole or in part, and transfer its rights and obligations to any third party without my consent. This Agreement is binding upon and will benefit both parties, including our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.
	4. This Agreement will be governed by and interpreted in accordance with the internal laws of the State of West Virginia, without regard to any conflict of law principles. Any disputes, claims, or legal actions arising under or related to this Agreement must be filed exclusively in the state or federal courts located in the State of West Virginia, and I hereby irrevocably consent to the jurisdiction and venue of these courts.

[SIGNATURE PAGE FOLLOWS]

By signing below, I confirm that I have read, understood, and voluntarily agree to all terms outlined in this Agreement.

[N.B. If the undersigned is a minor, a parent or legal guardian must sign below. In addition, a witness signature by an independent third party is recommended (or required, if mandated by applicable law) to further validate the execution of this Agreement.]

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent in all respects to the terms and conditions of this Name, Image, and Likeness Release and agree that both the minor and I shall be bound by all of its terms and conditions.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Printed Name of Parent or Legal Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Witnessed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Printed Name of Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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