

CYCLE SAFE VIDEO PRODUCTION

NAME AND LIKENESS RELEASE - MINOR

Date: _____

To: ELMO Active & Safe Routes to School Partnership

Re: CYCLE SAFE VIDEO PRODUCTION

Dear Parent(s),

This agreement shall confirm that _____ (Parent's Name) has granted ELMO Active & Safe Routes to School Partnership, its successors, assigns and licensees (collectively, "**Producer**") to use the name and/or likeness of _____ (Child's Name) as such name and/or likeness appears on (the "**Name and/or Likeness**") in the video production tentatively entitled "Cycle Safe Training Videos" (the "**Program**") in and in connection with advertising, publicizing, exhibiting and exploiting the Program (in whole or in part) or any programming service on which the Program is telecast, in any and all media now known or hereafter devised, including without limitation, all forms of merchandising and commercial tie-ins for the Program, all forms of television, home video (including videocassettes, videodiscs and DVD), and interactive "electronic" media (including Internet and CD ROM), in all territories throughout the world, in perpetuity. You hereby acknowledge that Producer shall have no obligation to utilize the Name and/or Likeness in the Program or in any other motion picture program.

You hereby release Producer from any and all claims and demands arising out of or in connection with such use including, without limitation, any and all claims for invasion of privacy, infringement of your right of publicity, defamation and any other personal and/or property rights. You understand that Producer is proceeding with the production, distribution and exploitation of the Program in reliance upon and induced by the foregoing permission.

You acknowledge that you may not terminate or rescind the permission granted to Producer hereunder to use and photograph the Name and/or Likeness. In the event of any claim by you against Producer, whether or not material, you shall be limited to your remedy at law for damages, if any, and you may not enjoin, restrain or interfere with use of the Name and/or Likeness as provided in this agreement or the production, distribution, exhibition or exploitation of any motion pictures, television productions (including, without limitation, movies-for- television, television mini-series and television series, whether produced for exhibition on permission to network television, free over-the-air syndicated television, pay cable, basic cable, pay-per-view, DBS or otherwise) or any other production (including, without limitation, home video productions) or the exploitation of any of Producer's rights hereunder.

This agreement shall also serve to confirm that you have the authority to grant to Producer the right to use the Name and/or Likeness, the permission of no other person or entity is required for Producer to exercise the rights granted hereunder and Producer's exercise of such rights shall not violate or infringe any rights of any third party.

This agreement is the entire agreement of the parties with respect to the subject matter hereof and cannot be modified or cancelled except by written instrument signed by both parties. This agreement shall be interpreted in accordance with the laws of the Province of Ontario. You acknowledge that you have not entered into this agreement in reliance upon any representation (written or oral, express or implied) of Producer not contained herein. You agree that Producer may assign this agreement and its rights hereunder to any third party. This agreement shall inure to the benefit of and be binding upon the parties ' respective successors, licensees and assigns.

As principal photography of the Program is scheduled to commence shortly, it would be much appreciated if you would return this letter agreement signed by you as soon as possible.

Thank you for your cooperation.

Sincerely,



Andrew Clark, BA (Hons), GIS Application Specialist, MA, PhD

Professor, GIS & Urban Planning
Professor, Environmental Design & Planning
Professor, GIS Post Grad Certificate
Co-Director, Urban 360 Lab

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ACCEPTED AND AGREED:

By: _____ (Parent's Name)

Its: _____ (Parent's Signature)

PARENTAL CONSENT

1. The undersigned is the parent of the minor named below (the “**Minor**”) and as such is entitled to the complete custody, care and control of the Minor. The undersigned acknowledges that the Minor has been asked to be interviewed for and appear in a video production currently entitled “Cycle Safe Training Videos” (the “**Production**”) being filmed in and around London, Canada by ELMO Active & Safe Routes to School Partnership (the “**Producer**”).
2. The undersigned expressly approves of, consents and agrees to the Minor appearing in the Production.

Date: _____

Name of Minor: _____

Name of Parent: _____

Signature of Parent: _____

Name of Parent: _____

Signature of Parent: _____

Contact Phone Number: _____