

PUBLICITY WAIVER AND RELEASE

[**HOSPITAL NAME**] with offices located at [**BUSINESS ADDRESS**] (the "**Company**") desires to use and publicize the name, likeness, and other personal characteristics and private information of the individual named below, along with his or her pet, with a residence at the address set out below ("**I**" or "**me**") for advertising, promotion, and other commercial and business purposes. In exchange for the intangible value I will gain by participating in Company's publicity programs and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I give Company my permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Publicity Waiver and Release ("**Agreement**").

I hereby irrevocably permit, authorize, grant, and license Company and its affiliates, successors, and assigns, and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them ("**Authorized Persons**"), the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use my name, image, likeness, appearance, voice, professional and personal biographical information, and other personal characteristics and private information, and all materials created by or on behalf of Company that incorporate any of the foregoing ("**Materials**") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on print publications, electronic, magnetic, and optical media, display, point-of-sale, and other advertising and promotional materials, the internet and other digital transmission or delivery methods, mobile applications, on any platform and for advertising, public relations, publicity, packaging, and promotion of Company and its affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me.

Company shall be the exclusive owner of all rights, including copyright, in the Materials. I acknowledge and agree that I have no right to review or approve Materials before they are used by Company, and that Company has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from Company's editing, alteration, or use of the Materials, or Company's presentation of me. Any credit or other acknowledgment of me, if any, shall be determined by Company in Company's sole discretion. Company has no obligation to create or use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**") arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part by the negligence of Company or any other person, covenant not to make or bring any such Claim against any Authorized Persons, and forever release and discharge the Authorized Persons from liability under such Claims. I understand that Company is relying on this Agreement and will incur significant expense in reliance on this Agreement, and I agree that this Agreement cannot be terminated, rescinded, or modified, in whole or in part. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

I hereby consent in all respects to the terms and conditions of this Publicity Waiver and Release and agree that I shall be bound by all of its terms and conditions.

Signed: _____ Printed Name: _____

Address: _____ Date: _____

[Use the following if individual is under 18 years of age]

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 consent in all respects to the terms and conditions of this Publicity Waiver and 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: _____

Pet Photo Release

We think your pet is PAWS-itively perfect and want everyone to know! By signing this waiver I give the **[Hospital Name]** the right to use the photo(s) and name(s) of my pet provided for reproduction in any promotional medium including but not limited to; website, video, broadcast, print, and electronic means for purposes of advertising, trade, display, exhibition or editorial use. Further, you also (i) agree to release **[Hospital Name]** from all claims for libel, slander, invasion of privacy, infringement of copyright or right of publicity or any other claim and (ii) confirm that you are over the age of 18 years old.

Pet's Name: _____ Date: _____