

**THE UNIVERSITY OF TOLEDO  
ATHLETICS FAN CUTOUT PROGRAM**

**CONSENT, ASSIGNMENT, AND RELEASE**

PLEASE READ THIS CONSENT, ASSIGNMENT, AND RELEASE (“RELEASE”) CAREFULLY. BY ACCEPTING THIS RELEASE, YOU WILL BE WAIVING LEGAL RIGHTS.

In consideration for allowing me, my child(ren) or ward(s) (collectively, “Minor(s)”), and any other featured individuals (together with me and Minor(s), the “Featured Individuals”) to participate in the Athletics Fan Cutouts program (the “Program”), which includes the possibility of appearing in the production of game films, websites, still photography, or other visual production(s) (collectively, “Production”), the receipt of which shall be sufficient consideration for this Release, I do hereby:

1. assign to the University of Toledo (the “University”) all worldwide right, title, and interest in or to the image(s) of the Featured Individuals that I am voluntarily submitting to the University through its Intercollegiate Athletics Department (collectively, the “Image(s)”), including, but not limited to, all trademarks, copyrights, and other intellectual property rights in and to the Image(s), and the likeness, image, name and/or other attributes (collectively, “Personal Information”) of each of the Featured Individuals (collectively, “Image Rights”);
2. grant the University the right to use the Image(s) for the purpose of creating a fan cutout(s) (the “Fan Cutout(s)”) by reproducing, altering, and printing the Image(s), and to place the Fan Cutout(s) in seats at the Glass Bowl (the “Stadium”) or John F. Savage Arena (the “Arena”), such that the Fan Cutout(s) may be (but is not guaranteed to be) visible to those at the Stadium or the Arena and the audience viewing Games (as defined below) at the Stadium or the Arena via television and/or other media;
3. represent that I am the parent or legal guardian of all Minor(s) on whose behalf I am agreeing to this Release, that I own all Image(s), Image Rights and/or have all necessary authorization from all applicable rightsholders, and that I have the express permission and authorization of all Featured Individuals to submit the Image(s) to the University and to agree to this Release on their behalf;
4. acknowledge that the University has the right in perpetuity to depict the Image(s) and the Fan Cutout(s) in any Production in any medium currently existing and hereafter developed (including, without limitation, to incorporate the Image(s), the Fan Cutout(s) and/or any derivative works into broadcasts of NCAA football games (“Games”) or clips of Games distributed via television, and/or any University, Mid-American Conference and/or NCAA-related social media platforms (“Social Media Platforms”), subject to the applicable Social Media Platform’s terms of service and privacy policy, without payment of any compensation to me, the other Featured Individuals, or our respective heirs, legal representatives, successors and assigns;

5. consent to use of the Image(s), the Fan Cutout(s), or any part thereof, by the University in connection with promoting and exploiting any Production and acknowledge that I have no right of approval of the use of the Image(s) or the Fan Cutout(s) in any Production; and
6. represent and warrant that I am 18 years or older and that this Release does not conflict with any existing commitments on my part.

The University reserves the right to refuse any photo that is contrary to the Fan Photo Submission Guide, Toledo Athletics Rocket Rule of Conduct, and Mid-American Conference or NCAA sportsmanship principles. Purchasers whose images are not approved will receive a refund.

**TO THE FULLEST EXTENT PERMITTED BY LAW, I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER FEATURED INDIVIDUALS, AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS THE UNIVERSITY OF TOLEDO, its governing board, officers, employees, agents, students, The University of Toledo Foundation, and the state of Ohio** (hereinafter, individually and collectively referred to as the “Released Parties”) of and from all manner of action or actions, cause or causes of action, at law or equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter referred to as “Claims”) that we may have or hereafter have against the Released Parties by reason of any injuries that we may sustain, whether to our person, property, and/or reputation, including, without limitation, any and all claims for copyright infringement, false endorsement, rights of publicity, defamation, and/or invasion of privacy, as a result of or incident to the Released Parties' use of the Image(s), the Image Rights and/or the Fan Cutout(s), in connection with the Program and/or in any manner authorized or contemplated in this Release. I, for myself and on behalf of all of the other Featured Individuals, further covenant not to sue or otherwise pursue any form of recovery or legal action, including arbitration, against any of the Released Parties arising from or relating to any Claim.

This Release shall be governed by, interpreted, and enforced in accordance with the laws of the State of Ohio. I, for myself and on behalf of all of the other Featured Individuals, hereby (a) irrevocably submit to the exclusive jurisdiction of the courts located in Lucas County, Ohio, in connection with all matters and issues arising out of the Program and/or this Release, (b) agree not to bring any claim or action except in such courts, and (c) irrevocably waive all claims, defenses, and objections based on improper venue, inconvenient forum, and/or lack of personal jurisdiction with respect to such courts.

If any provision of this Release shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Release shall be construed as if such invalid or unenforceable provision were omitted.

I, for myself and on behalf of all of the other Featured Individuals, acknowledge and agree that the University reserves the right, at its sole discretion, to refuse to create and/or display any Fan Cutout(s). We further acknowledge and agree that the University is not responsible for any lost or damaged Fan Cutout(s), and that any lost or damaged Fan Cutout(s) will not be

replaced.

I, for myself and on behalf of all of the other Featured Individuals, acknowledge that we have had adequate opportunity to read this Release and to make whatever investigation or inquiry we may have deemed necessary or desirable in connection with the subject matter of this Release prior to accepting it.

BY SUBMITTING MY PHOTO AND COMPLETING MY PURCHASE, I CERTIFY THAT I HAVE CAREFULLY READ THIS RELEASE AND THE PHOTO GUIDELINES PROVIDED BY THE UNIVERSITY AND THAT I AM COMPETENT TO ACCEPT THE TERMS HEREIN AND THEREIN, ON BEHALF OF MYSELF AND THE OTHER FEATURED INDIVIDUALS, WITH FULL UNDERSTANDING OF THEIR CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE RELEASED PARTIES AND BY ACCEPTING AND SUBMITTING THIS RELEASE, I AGREE TO BE BOUND BY THE TERMS OF THIS RELEASE AND DO SO ON MY OWN FREE WILL.