

APPEARANCE AUTHORIZATION AND RELEASE

For valuable consideration received, I, _____ [*print full name*], hereby grant to BCM Families Foundation, Inc., its subsidiaries, affiliates, nominees, licensees, their successors and assigns, and those acting with its authority (hereinafter collectively referred to as “**BCMFF**”), with respect to the photographs, film, tape or other recordings taken of me and, if applicable, my participation in a "Patient Story" interview and/or my testimonial by or on behalf of BCMFF (the “**Recordings**”), the worldwide right to:

(1) Reproduce, copy, or otherwise use the Recordings or any part thereof in combination with or as a composite with other material, including, but not limited to, text, performance, data, images, photographs, illustrations, animation and graphics, video and/or audio segments of any nature, including, to the extent such information is voluntarily disclosed by me, my individually identifiable health information, in any media or embodiment, now known or hereafter to become known, including, but not limited to, various BCMFF sponsored materials promoting BCMFF’s mission and fundraising such as newsletters, brochures, web pages, social media websites, videos, and all formats of computer readable electronic magnetic, digital, laser or optical-based media (the “**Works**”), and to

(2) Use and permit to be used my name (actual and nickname(s)), persona, likeness and personal and professional biography (“**Persona**”), whether in original or modified form, including, to the extent such information is voluntarily disclosed by me, my individually identifiable health information, in connection with the Works as BCMFF may choose, and to

(3) Use and permit to be used, to the extent it is provided in the Recordings, my child’s name (actual and nickname(s)), persona, likeness and personal biography (“**Child’s Persona**”), whether in original or modified form, including, to the extent such information is voluntarily disclosed by me on behalf of Child, my Child’s individually identifiable health information, in connection with the Works as BCMFF may choose, and to

(4) Display, perform, exhibit, distribute, transmit, broadcast and otherwise use the Works by any means now known or hereafter to become known, and for any and all purposes relating, directly or indirectly, to the promotion of BCMFF’s mission and fundraising through advertising, marketing and promotion.

Further, in consideration of BCMFF’s efforts and mission from which I will benefit, I hereby waive all rights and release BCMFF from, and shall neither sue nor bring any proceeding against BCMFF, for any claim or cause of action, whether now known or unknown, for defamation, intellectual property infringement, moral rights, invasion of right to privacy, publicity or personality or any similar claim based upon or relating to its use of the Recordings, Persona, Child’s Persona, or Works hereunder.

I acknowledge and agree that there shall be no obligation for BCMFF to utilize the authorizations granted hereunder, and I shall not be entitled to any compensation in connection herewith. The terms of this Authorization and Release shall commence on the date hereof and be

without limitation. This Authorization and Release will be governed by Florida law without regard to conflict of laws provisions that would apply other law.

I understand that I have the right to revoke this Authorization and Release at any time within (7) days of signing it by giving BCMFF written notice of my revocation. I also understand I may terminate this Authorization and Release at any time by giving written notice to BCMFF.

I further understand that revocation or termination of this Authorization and Release will not affect any action that BCMFF has taken in reliance upon this Authorization and Release prior to my revocation or termination. In particular, I understand and agree that BCMFF is not responsible for notifying those to whom it has disclosed the Recordings, Works, Persona or Child's Persona, including, but not limited to, media representatives and internet search engines such as *Google*, or to undertake any effort to retrieve or "take down" any material previously disseminated hereunder.

Signature

Signature of Witness

Print Name

Print Name of Witness

Address

Address

Date

Date

NOTE: If you are also signing on behalf of a child under the age of eighteen years, also execute the following:

I approve and agree to the foregoing on behalf of _____ [*print child's full name*]

Signature of Parent/Guardian

Signature of Witness

Print Name

Print Name of Witness

Date

Date