

**Photograph(s) ID # and description:** \_\_\_\_\_

**Description of me included in Photograph(s):** \_\_\_\_\_

**Date and Location of Photograph(s):** \_\_\_\_\_

**CONSENT AND RELEASE  
(U.S. Residents)**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I grant, agree, represent and warrant as follows:

1. I irrevocably and unconditionally grant to Disney Destinations, LLC, its parent, subsidiaries, related and affiliated companies, and their respective licensees, successors, agents and assigns (collectively "Disney") the non-exclusive right to take and create the photograph(s) and/or video(s) of me referenced above (collectively, the "Photographs") and to use and exploit: (a) the Photographs, and (b) my likeness, voice and appearance incorporated in the Photographs as well as my name, biographical information and any statements (collectively, the "Personal Rights") in, or in connection with, the Photographs, in any manner and in all media as Disney may desire, whether now known or later created, throughout the universe in perpetuity (including, without limitation, in commercials, in print media or publications, on the internet, on television, in merchandise, on radio systems, in DVDs, in social media, in online webcasts and Podcasts, and all supplemental market uses), and in all forms, whether for promotional, publicity, entertainment or advertising purposes or for any other purpose whatsoever, without further compensation or any limitation whatsoever. I understand and agree that Disney is not required or obligated to exercise any of its rights granted in this Consent and Release (this "Consent") or provide me with any rights of approval, credit or billing at any time. I agree that Disney may sell, license or assign any of the rights, interests or obligations under this Consent in whole or in part without my consent and without any additional payments of any kind.

2. I agree that the Photographs may be edited, modified, added to, arranged, reproduced, juxtaposed, and otherwise revised for any reason and in any manner which Disney may determine in its sole discretion.

3. I agree to indemnify, defend and hold harmless Disney and its officers, directors, shareholders and employees (collectively, the "Disney Entities"), from and against any and all losses, claims, causes of action, suits, demands, liabilities, damages, costs and expenses (including, but not limited to, attorneys' fees and fees of other professionals) (collectively, "Losses") arising from or related to any breach, alleged breach or falsity of any of the agreements, representations, or warranties contained in this Consent and Disney's use of any of the rights granted in this Consent.

4. I release the Disney Entities from, and agree not to sue the Disney Entities for, any and all Losses that I may now have or have in the future, against any Disney Entity arising from or relating to the use or exercise by a Disney Entity of the rights granted to Disney in this Consent, including, but not limited to, claims for compensation, defamation, invasion of privacy, or other claims for infringement or violation of personal or property rights of any sort whatsoever.

5. I understand and agree that the general release set forth above specifically includes any and all "claims", and I expressly waive all rights given by Section 1542 of the California Civil Code and any similar applicable law. I acknowledge and understand that Section 1542 of the California Civil Code reads as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

6. I agree that my sole and exclusive remedy for Disney's or any third party's breach of this Consent will be an action for monetary damages, and I irrevocably waive any right to any equitable or injunctive relief. I will not have the right to rescind or terminate this Consent or any of the rights or permissions granted in this Consent.

7. This Consent will be binding upon me, and my heirs, personal representatives, and assigns, and will be governed by and interpreted under the laws of the State of California and the United States and the parties submit to the exclusive jurisdiction of the California State Superior Court in and for Orange County; or, if the Superior Court does not have jurisdiction, then before any other court sitting in Orange County, California, having subject matter jurisdiction. I agree to accept service of process outside the State of California in any matter to be submitted to any such court pursuant to this Consent, and expressly waive all rights to trial by jury regarding any such matter. If any provision of this Consent is deemed to be invalid, it will be considered deleted from this Consent and will not invalidate the remaining provisions. This Consent constitutes the entire agreement between the parties to this Consent with respect to the subject matter of this Consent and supersedes any and all previous agreements or communications between the parties, whether written or oral, with respect to such subject matter.

*[Signatures on Next Page]*

\_\_\_\_\_  
[Signature of Person appearing in Photographs] [Date]  
[If Person is a minor able to sign his/her name, the minor must sign.]  
[If Person is a minor *unable to sign their name*, please *print* minor's name.]

\_\_\_\_\_  
[Print Name of Person appearing in Photographs]

Age (*for Persons under age 18 only*):\_\_\_\_\_

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City, State, Zip]

(\_\_\_\_)\_\_\_\_\_

[Telephone]

[E-Mail Address]

If Parent or Legal Guardian is completing this form on behalf of a minor who is unable to sign their name, please complete the following and sign the below Parental Consent:

Full Name of Parent/Legal Guardian Completing this Form: \_\_\_\_\_

Relationship to Child: (circle one): Parent / Legal Guardian

\_\_\_\_\_  
[Signature of Parent/Legal Guardian Completing This Form]

### PARENTAL CONSENT

I hereby agree as follows: (a) I am either the parent or legal guardian of the minor child whose name appears above (the "Minor") and that I am 18 years of age or older; (b) I have read and understand the Consent and Release (the "Agreement") above and I agree to the Minor entering into the Agreement; (c) I guarantee to Disney the full performance by the Minor of the Minor's obligations in the Agreement and will do all things necessary to assist in the full performance by the Minor of such agreements and obligations; (d) I guarantee that the Minor shall not at any time disaffirm the Agreement (including any amendments thereof) by reason of Minor's minority or otherwise; and (e) I agree to indemnify and hold Disney harmless from and against any and all claims, liabilities, costs or expenses arising from or relating to any claims made by or on behalf of the Minor relating to the subject matter of the Agreement or by any breach by me of the terms of this Parental Consent.

Parent/Guardian:

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Address]

(\_\_\_\_)\_\_\_\_\_

[Telephone]

[E-Mail Address]