

## **LIKENESS AND PROFILE RELEASE**

I, hereby, grant to the U.S. Department of Commerce (“Commerce”) the irrevocable, lifetime, royalty free, non-exclusive, worldwide right to use my name, image, likeness, or portrait (hereinafter “Likeness”) in all forms, in all manners, and in all media now existing or to be created in the future, as part of the activities of the #We Count2015 campaign.

I also grant to Commerce the irrevocable right to use biographical information about me (“Profile”) in all forms, in all manners, and in all media now existing or to be created in the future, as part of the above-referenced activities.

Further, I waive any right to inspect or approve my Likeness or Profile in finished version in which I appear and/or incorporating the Likeness(s), including written copy that may be created and appear in connection therewith. I hereby waive any claims I may have based on any usage of any photographs, or works derived there from, including but not limited to claims for invasion of privacy or publicity or for libel.

I further release and absolve Commerce from any liability resulting from any use of my Likeness or Profile. It is expressly agreed, however, that Commerce is under no obligation to use said Likeness or Profile for any purpose whatsoever. Moreover, I understand that Commerce will not compensate me in any way or pay me for use of my Likeness or Profile.

I hereby warrant that I have sole copyright ownership of any written copy, photograph(s), and/or any information presented by me or provided to Commerce, or that I have obtained permission from the copyright owner(s). Further, I agree to indemnify Commerce in the event that it suffers liability or damages as a result of its use of any written copy, photograph(s), and/or any information referenced in this paragraph.

I further warrant that I am of full age of majority and that I have every right to contract in my own name in the above regard. To the extent that the Likeness and Profile is that of a minor, I warrant that I am the parent or legal guardian of the minor, and I have the legal right to consent to and do consent to the terms and conditions of the release. I further state that I have read this release and that I am fully familiar with and understand the contents thereof. I agree that this release shall be binding on me, my legal representatives, heirs, and assigns.