

Essay Consent and Release Form

Without expectation of compensation or other remuneration, now or in the future, I hereby give my consent to KFM Making A Difference (“KFM”), Kerry Magro, its affiliates and agents, to use my/my child’s essay, submitted in connection with my/my child’s application for the “Making a Difference Autism Scholarship,” as well as my/my child’s name, image and/or any interview statements from me/my child, in its publications, in newspapers, magazines and other print media, on television, radio and electronic media (including the Internet), in theatrical media, in mailings for education and awareness, advertising, or other media activities (including the Internet). I further grant the right to KFM to edit, use and reuse said materials and information, and consent to waive any right to approve or disapprove the final content created by KFM, which uses the above-mentioned materials and information. Additionally, in signing this form, I release KFM from any liability arising from KFM’s use of my/my child’s essay/photo/image/likeness/statements.

By consenting to the above and waiving my and/or my child’s rights, I acknowledge that KFM may use my/my child’s essay, name, likeness, and other information submitted in connection with my/my child’s application for the “Making a Difference Autism Scholarship,” in its publications, in newspapers, magazines and other print media, on television, radio and electronic media (including the Internet), in theatrical media, in mailings for education and awareness, advertising, or other media activities (including the Internet). I/my child acknowledge and agree that I/my child has rendered services to KFM as an independent contractor. However, for copyright purposes, the undersigned shall be deemed an “employee-for-hire” of KFM, and it is understood and agreed that all results and proceeds of my/my child’s services for KFM hereunder shall be deemed “work-made-for-hire” specifically ordered or commissioned by KFM under the U.S. Copyright Act of 1976, as may be amended from time to time hereafter and all other applicable copyright laws, and from its inception, KFM shall be deemed the sole owner and author thereof. Accordingly, KFM shall exclusively own all worldwide rights, title and interest (including without limitation, all copyrights [and all renewals, revivals, and extensions thereof]) in and to the content created and/or featuring me/my child, which uses the above-mentioned materials and information, and may exploit all now known and/or hereafter existing rights of every kind and nature in and to the above-referenced content throughout the universe, in perpetuity.

I am signing this release form with the knowledge that any photos/text/images/videos posted on KFM’s or Kerry Magro’s website(s) can be downloaded and reprinted by various news organizations, including print, electronic and broadcast media, and I, therefore, release KFM from any liability arising from use of my/my child’s photos/images/videos in KFM’s website postings. Additionally, I understand that there are potential dangers associated with the posting of personally identifiable information on a website, since global access to the Internet does not allow for control of who may access such information.

This consent is given in perpetuity and does not require prior approval by me.

[SIGNATURE PAGE TO FOLLOW]

Name: _____

Signature: _____

Address: _____

Date: _____

The below signed parent or legal guardian of the above-named minor child hereby consents to and gives permission to the above on behalf of such minor child.

Signature of Parent
or Legal Guardian: _____ Print Name: _____

Date: _____

The following is required if the consent form has to be read to the parent/legal guardian:
I certify that I have read this consent form in full to the parent/legal guardian whose signature appears above.

Date

Signature of Organizational Representative or Community Leader