



**REI APPEARANCE RELEASE**

***This Document Affects Your Legal Rights, Read It Carefully***

For valuable consideration the sufficiency and receipt of which is hereby acknowledged and accepted, I:

- (1) grant Recreational Equipment, Inc., its affiliates, agents, representatives, licensees and assigns ("REI"), the absolute and irrevocable right and permission to copyright and use, re-use, publish, and republish at any time any images, photographic portraits or pictures of me or in which I may be included, in whole or in part, or composite or distorted in character or form in all media now known or hereafter devised ("Photographs") throughout the universe an unlimited number of times in perpetuity for all purposes REI deems appropriate including, without limitation, for promotional and publicity purposes. As between me and REI, REI shall have the sole ownership in the copyrights in any Photographs of me created under this Release.
- (2) consent to the use of any printed matter in conjunction therewith.
- (3) hereby waive: (i) any right that I may have to inspect or approve the Photographs, the advertising copy, or any printed matter that may be used in connection therewith or the use to which it may be applied; (ii) the right to any injunctive relief I might have in connection with this Release; and (iii) the right to revoke this Release.
- (4) to the fullest extent allowed by law, agree to RELEASE, HOLD HARMLESS AND INDEMNIFY REI and all persons acting under its permission or authority, from any liability by virtue of any publication or use as previously described, even though it may subject me to ridicule, scandal, reproach, scorn and indignity.
- (5) agree that REI has no obligation to actually use the Photographs.
- (6) agree that no sum shall be due to me for execution of this Release and REI shall not be obligated to pay me or any third party any sum whatsoever, regardless of the time or method of any future use of the rights granted herein.

I am over the age of eighteen years of age/or my parent or legal guardian has also read and signed this Release below my signature. I have read the above authorization, release and agreement prior to its execution, am familiar with the contents thereof, and have every right to contract in my own name in this matter. I acknowledge that REI relies on this Release potentially at substantial cost to REI and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of rights granted hereunder. Nothing herein shall be interpreted as a waiver of REI's rights to the Photographs or other use of my likeness under the common law and state and federal statutes (such as rights of public domain and fair use). This Release shall be governed by applicable federal law and the laws of the State of Washington without regard to the conflict of law rules thereof. I agree to personal and subject matter jurisdiction in any state or federal court in Washington State and consent to Seattle, Washington as the location for jurisdiction and venue for any dispute regarding this Release.

THE TERMS OF THIS AGREEMENT SHALL BE BINDING ON MY HEIRS, ASSIGNS, EXECUTORS, ADMINISTRATORS, AND ALL MEMBERS OF MY FAMILY, INCLUDING ANY MINORS WHO ACCOMPANY ME. I UNDERSTAND THIS IS A BINDING CONTRACT THAT SUPERSEDES ANY OTHER AGREEMENTS OR REPRESENTATIONS AND IS INTENDED TO PROVIDE A COMPREHENSIVE RELEASE BUT IS NOT INTENDED TO ASSERT ANY DEFENSES WHICH ARE PROHIBITED BY LAW. IF ANY PART OF THIS RELEASE IS DEEMED UNENFORCEABLE, ALL OTHER PARTS SHALL BE GIVEN FULL FORCE AND EFFECT.

**AGREED AND ACCEPTED:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_

**(Must also be signed by parent or responsible adult if signature above is that of minor:)**

If parent or responsible adult ("Parent") signs below, in addition to the terms above, Parent also agrees to RELEASE, HOLD HARMLESS and INDEMNIFY REI, any other sponsors/providers, and their employees, agents and contractors for any claims of the minor and any claims by any third party arising out of this Release.

Parent/Responsible Adult Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

(relationship): \_\_\_\_\_ Date: \_\_\_\_\_