

## <u>LIKENESS RELEASE AND WAI</u>VER

In exchange for my participation in USTA Tennis on Campus National Championship to be held at the Cary Tennis Center on April 12-14, 2012 ("Event") I hereby acknowledge and grant to the United States Tennis Association Incorporated ("USTA"), its related entities, subsidiaries, affiliates, successors, assigns, and to such other persons as USTA may designate or give permission to from time to time (collectively, "Licensees"), the absolute, irrevocable right and permission to use, in any manner, throughout the world, in perpetuity, my name, voice, portrait, likeness, biographical information, testimonials and statements (including but not limited to photographs, video, film and/or other recordings of me), either alone or accompanied by other material, in any media and formats whether now known or later developed, for any purpose relating to developing and promoting the growth of tennis in the United States, and advertising and publicizing the USTA and its products and/or services. I agree that any recordings, images, photographs, film and/or videotape taken of me are owned by USTA. If I should receive any copy thereof, I shall not authorize its use by anyone else. I hereby waive all my rights to inspect and approve the finished product and materials, their use or such visual, written or audio copy as may be used in connection therewith.

I agree that I will not hold or seek to hold Licensees responsible for any liability resulting from the use of my name, voice, portrait, likeness, photograph and/or motion pictures in accordance with the terms of this Agreement, including, but not limited to what might be deemed as to be a misrepresentation of me, my character or my person due to distortion, optical illusion or faulty reproduction that may occur in the finished product.

I further agree that the Licensees will have the right to attribute to me statements and testimonials made by me that they have filmed, photographed, videotaped, or otherwise recorded. Such statements reflect my honest and personal opinion. The statements and testimonials may be used in whole or in part and may be paraphrased, amplified, shortened and/or put into conversational form to meet requirements of copy, layout and/or script provided the general sense is not changed.

I waive and release any and all rights and claims against the USTA and/or its directors, officers, volunteers, employees and/or agents for any injury or loss suffered while taking part in this Event.

I acknowledge the fact that the Licensees are not obligated to make any use of my name, voice, portrait, likeness, biographical information, testimonials and statements.

I have read and have understood this release. I understand by signing this Release, I have given up substantial rights. I have voluntarily signed this Release. I am at least 18 years of age and I am competent to contract in my own name. I have read this release before signing below, and I fully understand the contents, meanings and impact of this release and waiver.

Signature:	 
Print Name:	 
Date:	 