



## **2022 INTERNATIONAL STUDENT LEADERSHIP CONFERENCE CONSENT AND RELEASE**

Operation Smile, Inc., a non-profit organization with a principal place of business at 3641 Faculty Blvd, Virginia Beach, VA, United States of America, and any other Operation Smile affiliate ("Operation Smile"), and its corporate partner Align Technology, Inc. and any of their respective subsidiaries or affiliates, and any other Operation Smile corporate partners ("Partners"), attending the 2022 International Student Leadership Conference hosted at The University of Miami (1320 S Dixie Hwy, Coral Gables, FL 33146) from July 18, 2022 to July 24, 2022, desire to use and publicize the name, image, likeness, statements and other personal characteristics of the individual(s) named below ("Model") for Operation Smile and Partners advertising, promotions, training, and other commercial purposes (together "Authorized Purpose") in various forms and on various platforms.

**If Model is not of legal age to sign this Consent and Release ("Release"), the parent and/or legal guardian is agreeing to the terms of this Release on behalf of Model ("Model's Representative").**

- Yes, I am of legal age.**
- No, I am not of legal age and a parent and/or legal guardian is reviewing the terms of this Release.**

### **IF YES**

**What is your full name?**

*As it appears on your birth certificate or medical records.*

**What is your street address?**

**What is your phone number and email address?**

*Please provide the best information to contact you if needed.*

### **IF NO**

**What is your full name? (Model's Representative)**

*As it appears on your birth certificate or medical records.*

**What is your child's (ISLC participant) name? (Model)**

*As it appears on their birth certificate or medical records.*

**What is your street address?**

**What is your phone number and email address?**

*Please provide the best information to contact you if needed.*

Subject to the terms of this Release ("Release"), in exchange for good and valuable consideration, Model, or Model's Representative, hereby irrevocably, unless otherwise authorized by a Court or a competent authority, (1) authorizes, licenses and grants Operation Smile and its respective affiliates, commercial partners and employees (collectively, the "Authorized Persons"), the rights to use, create, reproduce, distribute, transmit, adapt, create derivative works, publicly display, publish, republish, advertise, license and otherwise use and permit others to use in any manner related to the Authorized Purpose, Model's name, biographical description, picture, image, appearance, likeness, voice, and other personal characteristics, and all materials created by or on behalf of Operation Smile that incorporate any of the foregoing, which may include use in metadata, (collectively, the



“Authorized Material”), except for the information or images that could in any way affect the right of honor and/or dignity of Model, in whole, or in part, composite or distorted in character or form, without restriction as to changes or transformations, on an irrevocable, non-exclusive, perpetual, worldwide, royalty-free basis throughout the world and in all forms, formats, and media, including, but not limited to, television, radio, print, social media, internet websites, electronic media, in-store, and any and all other forms of media, which now or hereafter may exist, solely in connection with Operation Smile’s Authorized Purpose, and (2) assign to Operation Smile any and all of the worldwide right, title, and interest of Model in and to the Authorized Material and intellectual property rights therein, and (3) assign to Partners any and all of the worldwide right, title, and interest of Model in and to the Authorized Material and intellectual property rights therein for a period of 12 months from end of the Event.

Model, or Model’s Representative, hereby waives and relinquishes any and all rights to review or approve the Authorized Persons’ use of the Authorized Material and agrees the Authorized Persons may exploit, edit, or otherwise modify the Authorized Material, and combine the Authorized Material with materials furnished or created by others, without my further approval or liability to me. Model, or Model’s Representative, agrees that myself and any of my representatives shall have no claim to compensation or benefit and no claim (including, without limitation, claims based upon invasion of privacy, defamation, moral rights, or right of publicity) arising out of any use or any blurring, distortion, alteration, optical illusion or use in composite form, whether or not intentional, of the use of the Authorized Material, by the Operation Smile, and its respective affiliates, commercial partners and employees. The Authorized Persons have no obligation to use the Authorized Material or exercise any rights granted herein.

Model, or Model’s Representative as Model’s parent and/or legal guardian, represents and warrants that (a) Model, or Model’s Representative is of legal age and has the right to contract without violating any other commitment, (b) the Authorized Persons’ use of the Authorized Material and the rights granted to the Authorized Persons hereunder do not, and will not, violate any right of, or conflict with or breach any contract with, any person or entity, and (c) no authorization from any other third party is required in connection with this Release.

This Release is binding on and inures to the benefit of the parties hereto and their respective successors and assignees. This Release is governed by the laws of the Commonwealth of Virginia, USA. Any action or proceeding arising out of or relating to this Release must be commenced in, and I hereby consent to the exclusive jurisdiction of, the competent courts of the Commonwealth of Virginia, USA. If a court of competent jurisdiction holds unenforceable any provision of this Release, (i) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (ii) all other provisions of this Release are to remain in effect as written. I have read and understand the contents of this Release prior to its execution and have voluntarily signed this Release on behalf of the child whose name is at the end of this document.

- Yes, I agree to the terms of this Release.**
- No, I do not agree to the terms of this Release.**

**Digital Signature of Model/Model’s Representative:**

**This Release is Effective as of (DATE):**