



EVERLASTING HOPE MEDIA CONSENT & RELEASE FORM

Applicant and Co-Applicant (collectively "Applicant") agree to the following:

- Applicant grants permission to Everlasting Hope., an North Dakota non-profit corporation, and its subsidiaries, affiliates, chapters, sponsoring companies, and any of their respective legal representatives, agents, licensees, permittees or assigns (collectively "Everlasting Hope") to do the following:
 - To use the following in connection with any and all media of any kind and nature now known or developed in the future including, but not limited to (a) printed, video or electronic matter for use in publication and marketing materials and (b) printed, video or electronic matter on Everlasting Hope's website and other electronic forms of media (collectively "Marketing Materials"):
 - Develop and tell Applicant's story related to the Applicant's efforts to build a family, including but not limited to information regarding the Applicant, Applicant's immediate family members, Applicant's medical and financial struggles related to pregnancy, pregnancy loss, infertility, fertility treatment and the like (collectively Applicant's "Story").
 - Applicant's name, signature, picture/photograph, image, likeness, and any other indicia of Applicant's identity of any nature (collectively Applicant's "Identity").
 - Use excerpts in whole or in part from Applicant's Everlasting Hope Hope Assistance Application for editorial, trade, advertising, or any other purpose and in any manner and medium; to alter the same without restrictions; and to copyright the same (collectively Applicant's "Information").
 - Use excerpts of any video of Applicant, whether known or unknown to the Applicant at the time of recording, taken before, during or after Application process (collectively "Video").
- Applicant hereby waives any right to inspect or approve the finished Marketing Materials that may be used now or in the future, whether that use is known or unknown to Applicant. Applicant further waives any right to royalties or other compensation arising from or related to the use of Applicant's Story, Applicant's Identity, Applicant's Information, and Applicant's Video.
- Applicant agrees to release, defend and hold harmless Everlasting Hope, including any firm publishing and/or distributing the Marketing Materials in whole or in part, from and against any claims, damages or liability arising from or related to the use of Applicant's Story, Applicant's Identity, Applicant's Information, and Applicant's Video. Any person mentioned in Applicant's Everlasting Hope Assistance Application shall be deemed to have consented to the use of their name, signature, picture/ photograph, image, likeness, and any other indicia of such person's identity of any nature by Applicant and/or Everlasting Hope and Applicant shall defend and indemnify Everlasting Hope against any claims that any of Applicant's friends, family or other persons mentioned in the Everlasting Hope Assistance Application may assert against Everlasting Hope arising from, or related to, Everlasting Hope's use of any name, signature, picture/photograph, image, likeness, and any other indicia of such person's identity of any nature.
- Applicant has read this Media Consent and Release Agreement before signing below and fully understands the contents, meaning and impact of this Media Consent and Release Agreement. Applicant understands that Applicant has had an opportunity to address any specific questions regarding this Media Consent and Release Agreement by submitting those questions to Everlasting Hope in writing prior to signing and/or by consulting a professional of Applicant's own choosing and Applicant agrees that Applicant's failure to do so will be interpreted as free and knowledgeable acceptance of the terms of this release.

Signature of Applicant: _____

Date: _____

Signature of Co-Applicant: _____

Date: _____