

## MEDIA RELEASE FORM

### I. Permission To Use Media:

I confirm that I am the author and owner of the following audio recording, video, film, photograph, or illustration ("Media") described as:

\_\_\_\_\_

I hereby permit Microsoft to use the Media in various Microsoft products including but not limited to all product editions and versions, SKUs, updates, associated products and services, service packs, upgrades, subsequent releases, whether similarly branded or not, and localizations in all foreign languages of the products, all Microsoft Web sites and/or hardware or software products, including all editions, successors, future versions and upgrades thereto, (collectively, the "Products") and any marketing and advertising materials for the Products, on a worldwide basis and for the life of the Products. Microsoft and its end users may edit, crop, manipulate, blend, morph, cut-out, and collage the Medias(s) as necessary or desirable as MS or its end user selects, without my prior review or approval.

I have the necessary rights to grant permission for the use the Media described above, and I hereby grant a perpetual, worldwide royalty-free, irrevocable license, with rights to assign and sublicense, to Microsoft and its legal representatives, licensees, and assigns (hereinafter "Microsoft") to use the Media for the uses described above. Microsoft may use the Media without limitation. I also warrant that: (i) Microsoft's use of the Media will not infringe any copyright or other legal rights of any third party, (ii) no additional permissions or approvals from any third parties will be necessary for Microsoft's use of the Media, and I agree to indemnify Microsoft against any claim to the contrary. I expressly consent to the uses described above with respect to any moral rights I may have or claim in the Media, and I agree that I will not receive attribution as the author of the Media except as provided below (if checked).

☐ I authorize Microsoft and its legal representatives, licensees, and assigns to provide, at its sole discretion as to placement, prominence, and format, acknowledgement of my ownership of the Media as follows: \_\_\_\_\_

I represent that I am at least eighteen years of age, am competent and have authority to execute this license.

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

[Attach Copy of Media for reference]

### MEDIA OWNER INFORMATION

Print Name: \_\_\_\_\_

Email : \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

## RELEASE FORM/PERSON

**Name of Depicted Person:** \_\_\_\_\_

Please check all of the applicable items below for the applicable audio recording, video, film, photograph, or illustration ("Media"):

- ☐ I confirm that I am the individual depicted or used in the Media and I grant Microsoft its legal representatives, licensees, and assigns, the unrestricted and irrevocable rights and releases described below to use my appearance, form, name, likeness and voice, as contained in the Media.
- ☐ My child is depicted or used in the Media and my signature confirms I am the legal guardian of said children and on their behalf, and I grant Microsoft its legal representatives, licensees, and assigns, the unrestricted and irrevocable rights and releases described below to the appearance, form, name, likeness and voice, or each listed child, as contained in the Media.
- ☐ I confirm that the individual depicted in the Media is deceased and I am the authorized representative for such deceased individual, and I grant Microsoft its legal representatives, licensees, and assigns, the unrestricted and irrevocable rights and releases described below to use such deceased individual's appearance, form, name, likeness and voice as contained in the Media.

### Rights and Releases Granted To Microsoft

The right to distribute such Media for use in or related to various Microsoft products including but not limited to all product editions and versions, SKUs, updates, associated products and services, service packs, upgrades, subsequent releases, whether similarly branded or not, and localizations in all foreign languages of the products, all Microsoft Web sites and/or hardware or software products, including all editions, successors, future versions and upgrades thereto, (collectively, the "Products") and any marketing and advertising materials for the Products, on a worldwide basis and for the life of the Products. I expressly release, on my behalf or on behalf of the children, or on behalf of the deceased individual (as checked above and applicable), Microsoft and its legal representatives, licensees, and assigns, from and against any and all actions, liabilities, losses, demands or claims that I or my children, or the owners of any rights applicable to me, my depicted children, or the deceased individual, (as checked above and applicable) have or may in the future have for rights of publicity, invasion of privacy, defamation, libel or slander and/or any other tort or cause of action arising out of any use of the Media, even if such use is objectionable.

I waive any right to inspect or approve any use of the Media and any payment or additional consideration for any use of the Media. I understand and agree that the Media may be modified, altered, cropped and combined with other content such as images, video, audio, text and graphics. I acknowledge and agree that this release is binding on my (or my children's or the deceased individual's, as checked above and applicable) heirs and assigns, and that the personal information provided by me as part of this release may be used and disclosed by Microsoft and its licensees and assigns for the purposes of selling, licensing and distributing the appearance, form, name, likeness and voice, of the person indicated above as contained in the Media for commercial purposes.

I represent that I am at least eighteen years of age, am competent and have authority to execute this release.

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

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

Name \_\_\_\_\_

[Describe/Attach Copy of Media for reference]

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## RELEASE FORM/PROPERTY

I hereby grant Microsoft its legal representatives, licensees, and assigns the unrestricted and irrevocable right to depict the property identified as follows:

\_\_\_\_\_ (“Property”) as contained in the applicable audio recording, video, film, photograph, or illustration (“Media”), in any manner or medium, whether now or hereafter devised, for all uses throughout the world in perpetuity. I represent that I am the owner or authorized representative of the Property, at least eighteen years of age, am authorized to execute this release and bind all persons claiming an interest in the Property.

I waive any right to inspect or approve any use of the Media and any payment or additional consideration for any use of the Media. I understand and agree that the Media may be modified, altered, cropped and combined with other content such as images, video, audio, text and graphics. I acknowledge and agree that this release is binding on my heirs and assigns, and that the personal information provided by me as part of this release may be used and disclosed by Microsoft and its licensees and assigns for the purposes of selling, licensing and distributing my property as depicted in the Media for all purposes and confirming my consent.

I represent that I am at least eighteen years of age, am competent and have authority to execute this release.

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

[Describe/Attach Copy of Media for reference]

### PROPERTY INFORMATION

Name of Owner or Authorized Representative

Email: \_\_\_\_\_

Address: \_\_\_\_\_

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