

**THE AMERICAN NATIONAL RED CROSS
TESTIMONIALS LICENSE AND RELEASE AGREEMENT**

This Testimonials License and Release Agreement ("Agreement") is made by _____ ("I", My and "Me") on behalf of The American National Red Cross ("Red Cross"), a nonprofit, charitable corporation headquartered at 431 18th Street, NW, Washington DC 20006.

WHEREAS, I wish to permit Red Cross to use My identity and testimonial for purposes related to the mission and operations of the Red Cross, including to appear in the educational and training programs and materials, advertising, marketing and/or public relations campaigns of Red Cross (the "Purpose").

NOW THEREFORE, in consideration of their respective promises herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree as follows.

1. Contact Information.

Name:
Email Address:
Telephone number:
Address:
Title:
Employee/Business:

2. Definition of the Material(s). The Material(s) constitute the following items provided by me to Red Cross:

At some time in the future the American Red Cross may choose to incorporate the activities of the Training Services Lifesaving Award recipients into public relations and marketing pieces that promote American Red Cross Training Services courses, including first aid, CPR and water safety training.

3. License. [check the box as appropriate]

- ☐ I authorize and consent Red Cross and/or its agents to interview, photograph, videotape and/or record Me.
- ☐ I grant Red Cross the non-exclusive, perpetual right and license to use, in any form or media or means of transmission for the Purpose, My name, image, likeness, voice and identity, and facts and information about Me ("My Identity").
- ☐ I grant Red Cross, the non-exclusive, perpetual right and license to use, store, reproduce, distribute, publicly display, publicly perform and create derivative works, in any form or media or means of transmission for the Purpose, statements made by Me, and the Material(s) provided by me.
- ☐ I am authorized to grant, and grant Red Cross, the right and license to use the name of My business and/or employer in association with the Material(s) and My Identity for the Purpose.
- ☐ I grant Red Cross the following limited right and license in My Identity, statement by Me, and the Material(s): **These materials may be used in various media including print articles, advertisements, television shows, Red Cross Web site articles or commercials.**

In association with the right and licenses granted above, I grant Red Cross the right and license to use My name, image, likeness, identity, voice and statements of, and facts and information about, any persons depicted in the Material(s) or conveyed in association with the Material(s), for purposes consistent with the right and licenses granted above. Unless otherwise specified above, Red Cross has no obligation to use My Identity, the Material(s), credit the Material(s), identify Me, or associate the Material(s) with any name or identity.

4. **No Fee.** There is no fee or royalty paid now or payable at any time for the rights and permissions granted herein.

5. **Representations and Warranties and Limitations on Liability.** I represent and warrant that I am the owner of the entire right, title, interest and copyright in and to the Material(s) and/or that I have full right, power and authority to grant all rights, licenses and permissions herein. I irrevocably release, discharge, and hold Red Cross harmless from any claims, demands, or causes of action that I now have or may have in the future for defamation, slander, libel, invasion of privacy or right of publicity, copyright infringement, trademark infringement or any other right arising out of or relating to the exercise of the right and licenses above consistent with this Agreement.

This Agreement constitutes the entire agreement and understanding between Me and Red Cross with regard to the subject matter hereof. By signing this Agreement, I represent that I am authorized to sign this Agreement, I acknowledge acceptance of the terms of this Agreement, and I understand that this Agreement shall be binding upon Me, My heirs, if applicable, My legal representatives, and assigns.

IN WITNESS WHEREOF, I have executed this Agreement as of the date below.

(My Signature)

(Date)

(Signature of My Parent/Guardian, if I am under age 18)

(Date)