

Newton Chinese Language School Publicity Consent and Release Form

Newton Chinese Language School (“NCLS”) benefits greatly from the promotion of its programs using photographs, video, audio, and other materials of and from the students participating in the programs. I hereby grant NCLS and the “Releasees” as defined below) an irrevocable, worldwide, royalty-free right to take and/or use appropriately obtained photographs, recordings, or other portraits or likenesses of each of my children (each, an “Enrolled Child”) (with or without his or her name or biographical information) (the “Publicity”) during or after their enrollment at NCLS in any format or medium, including but not limited to video or audio recordings, and to use, reproduce, modify, distribute and publicly exhibit the Publicity, whether on the internet, and educational CD, or any other media, in whole or in part, for promotional purposes in furtherance of NCLS’ educational mission. Additionally, I hereby grant NCLS and the Releasees an irrevocable, worldwide, royalty-free right to take and/or use creative work(s) generated and/or authored by each Enrolled Child on the internet, and educational CD, print, digital/electronic, or any other media. I understand that they will be identified by first and last name, grade, and school, as the author of said work.

I understand and agree that the Publicity may include publication of any Enrolled Child’s accomplishment or creative work by a newspaper or other third-party media invited by NCLS to photograph, video, and/or identify them or their creative work.

As the parent or legal guardian of each Enrolled Child, on behalf of myself, my Enrolled Child, and my spouse, children, heirs, successors, assigns and personal representatives, I hereby release NCLS, its affiliates, directors, officers, advisors, faculty, agents, contractors, employees, volunteers and persons acting on NCLS’s direction or on NCLS’ behalf (collectively, the “Releasees”) from any and all claims that shall arise out of or by reason of, or be caused by the use of each Enrolled Child’s creative work(s) and/or the Publicity.

It is further understood and I do agree, on behalf of myself, each Enrolled Child, and my spouse, children, heirs, successors, assigns and personal representatives, that no monies or other consideration in any form, including reimbursement for any expenses incurred by me or any Enrolled Child, will become due to me or any Enrolled Child at any time in connection with their participation in NCLS’s programs or the use of the Publicity or their creative work.

This Publicity Consent and Release Form (this “Agreement”) will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its choice of law provisions. Any action or proceeding arising out of or related to this Agreement shall be brought only in the state or federal courts in Boston, Massachusetts. In the event any provision in this Agreement is held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall be given full force and effect.

I have read, understand and consent the above Publicity Consent and Release Form.