

General Photo Video Testimonial Release

References to “I” or “your” or “me” and similar terms refer to you, or if this form is being completed by a legal representative, refer to the person for whom the legal representative is signing.

By signing this form (the “**Release**”), I hereby agree and acknowledge as follows:

1. I hereby expressly give permission to Cancer Treatment Centers of America Global, LLC c/o COH HOLDCO, Inc., its affiliated hospitals, medical centers, and other entities, and its and their respective successors and assigns (hereinafter collectively, “**Cancer Treatment Centers of America, part of City of Hope**”), to:

- (i) conduct interviews of me (hereinafter, the “**Interviews**”);
- (ii) make audio and video recordings, photographs, transcripts, translations, summaries, excerpts, and/or other materials (whether in written, print, visual, audiovisual, electronic, digital, computer-generated, or any other format or medium) of, from, and/or based upon the Interviews (including words, statements and testimonials (whether written or spoken) provided by or about me during or in connection with the Interviews) (hereinafter collectively, the “**Interview Materials**”); and
- (iii) use, reproduce, edit, alter, adapt, publish, distribute, publicly display, publicly perform, transmit, broadcast, post online, and otherwise exploit any and all of the Interview Materials (including my name, voice, likeness, photographs, and biographical information and stories contained therein) for Cancer Treatment Centers of America, part of City of Hope’s advertising, promotional, publicity, trade, educational, outreach, and other lawful purposes (whether commercial or noncommercial), in any and all media now known or hereafter developed (including, without limitation, print, display, broadcast, electronic, digital, internet, mobile, and social media), throughout the world and for as long as Cancer Treatment Centers of America, part of City of Hope deems appropriate and as long as permitted by applicable law. I understand and agree that in exercising these rights, Cancer Treatment Centers of America, part of City of Hope may ask, encourage or permit third parties to publish Interview Materials, such that those third parties might publish Interview Materials in media platforms unaffiliated with Cancer Treatment Centers of America, part of City of Hope.

2. Cancer Treatment Centers of America, part of City of Hope does not owe me, and will never owe me, any fee, royalty, payment, or other monetary or financial consideration by reason of, as a result of, based upon, or otherwise relating to the conduct of the Interviews, or the making or any exploitation of the Interview Materials described in paragraph 1 above, or the use, inclusion, publication, display, broadcast, posting, or other exploitation of my name, voice, likeness, photographs, and/or biographical information as part of the Interview Materials.

3. The making and any exploitation of the Interview Materials will be at the absolute sole discretion of Cancer Treatment Centers of America, part of City of Hope. Cancer Treatment Centers of America, part of City of Hope will have no obligation whatsoever to make or exploit the Interview Materials in any manner or for any purpose.

4. I will have no right or claim to any credit, attribution, notice, approval or inspection of any kind whatsoever with respect to the making or any exploitation of the Interview Materials described in paragraph 1 above, or the use, inclusion, publication, display, broadcast, or other exploitation of my name, voice, likeness, photographs, and/or biographical information as part of the Interview Materials.
5. All of the Interview Materials (including all copyrights therein and thereto) will be owned by and become the sole and exclusive property of Cancer Treatment Centers of America, part of City of Hope. To the extent I have any right or interest (whether under copyright, right of publicity, right of privacy, or otherwise) in or to any of the Interview Materials, I hereby irrevocably and unconditionally assign and transfer any and all such right and interest to Cancer Treatment Centers of America, part of City of Hope exclusively, in perpetuity and throughout the world; and to the extent any such right or interest is not assignable or transferable by me, I hereby expressly waive and agree to never assert such right or interest against Cancer Treatment Centers of America, part of City of Hope. To the extent that I submit to Cancer Treatment Centers of America, part of City of Hope any pre-existing materials (e.g., writings, photos, videos, etc.) ("**Submitted Materials**"), I hereby represent and warrant that I have the authority, including, without limitation, the consent of any and all persons whose images, names, writings or other property appear in the Submitted Materials, to permit Cancer Treatment Centers of America, part of City of Hope to use the Submitted Materials in connection with the Interviews and the Interview Materials.
6. I, for myself and my heirs, executors, administrators, successors and assigns, hereby release and forever discharge (to the fullest extent permitted by applicable law) Cancer Treatment Centers of America, part of City of Hope and anyone authorized by Cancer Treatment Centers of America, part of City of Hope from any and all claims, actions, causes of action, liabilities and damages (hereinafter collectively, "**Claims**") arising out of or relating to the conduct of the Interviews, or the making or any exploitation of the Interview Materials described in paragraph 1 above, or the use, inclusion, publication, display, broadcast, or other exploitation of my name, voice, likeness, photographs, and/or biographical information as part of the Interview Materials, including, without limitation, Claims for libel, slander, defamation, false light, violation of the right of publicity or the right of privacy, infringement of copyright, and/or false advertising or endorsement.
7. This Release will be governed by and construed in accordance with the laws of the State of New York (without giving effect to the choice of law or conflict of laws provisions thereof) and applicable federal laws (as pertaining to copyright and other federal law matters).

I acknowledge and confirm that I have been given ample opportunity to read, and have carefully read, this Release in its entirety; that I fully understand the contents and legal effect of this Release; and that by my signature below, this Release will be legally binding upon me and my heirs, executors, administrators, successors and assigns.

Printed Name:

Date of Birth:

Signature:

Date:

Email:

Phone:

Mailing Address:

If applicable:

Legal Representative's Signature:

Date:

Legal Representative's Print Name:

Legal Representative's Relationship with the Subject of the Release:

Basis for Legal Representative's Authority:

- ☐ Subject of the Release is Deceased
- ☐ Subject of the Release is an Unemancipated Minor
- ☐ Subject of the Release is an adult and I have been appointed as his/her Power of Attorney
- ☐ Subject of the Release is an adult and I have been appointed as his/her Legal Guardian
- ☐ Subject of the Release is an adult and I have been appointed as his/her Health Care Proxy

Other: Please specify:
