



TOMODACHI ALUMNI LEADERSHIP PROGRAM  
Transformed by TOMODACHI Photo Contest 2017

To: Released Parties (as defined below)

RE: Media Consent Form (the "Letter")

As a condition of acceptance into and participation in the Program, the undersigned participant (the "Participant") agree to execute and deliver this Letter to the Released Parties.

1. **Definitions.** The following terms shall have the meanings set forth below for the purposes of this Letter:
  - 1.1 **"Implementer"** shall mean the TOMODACHI Initiative (U.S.-Japan Council).
  - 1.2 **"Program"** shall mean the Transformed by TOMODACHI Photo Contest.
  - 1.3 **"Released Parties"** shall mean Implementer, U.S.-Japan Council, U.S.-Japan Council (Japan), and its and their respective past and present councilors, directors, officers, employees, agents and attorneys.
2. **Program Rules.** The Participant hereby agree to abide by all Program rules, and all written or oral instructions or warnings concerning the Program given by Implementer, or its employees, representatives or agents.
3. **Consent to Use of Photographs.** The Participant hereby grant permission to the Released Parties to take and use: photographs, digital images, videotapes, audio recordings or quoted remarks of Participant for use in the reports, bulletins, news releases, Website and/or promotional materials of the Released Parties or of the TOMODACHI Initiative. These materials might include printed or electronic publications, Web sites or other electronic communications. Participant further agrees that Participant name and identity may be revealed in descriptive text or commentary in connection with the image(s). Participant authorizes the use of these images without compensation to Participant. All negatives, positives, prints, videotapes, audio recordings, and digital reproductions shall be the property of the Released Parties.
4. **Consent to Use and Provision of Contact Information.** The Participant hereby grants permission to Implementer, U.S.-Japan Council, U.S.-Japan Council (Japan) and their respective past and present councilors, directors, officers, employees, agents and attorneys to use directly or indirectly or to provide to third parties the Participant's contact information including name, mailing address, email address, phone number, and school name or company name for the organization and implementation of TOMODACHI alumni engagement activities, and related uses.  
The Participant hereby grants consent to receive e-mails with regard to TOMODACHI alumni engagement activities, and related uses.

5. **General Release and Hold Harmless Provisions.** As a condition of the Participant's participation in the Program, Participant hereby acknowledges that there are certain inherent risks associated with the Program and assume full responsibility associated with participation in the Program for themselves and their family members, and hereby release and hold the Released Parties harmless from any injury, loss, delay, or any damage and expense arising from or related to participation in the Program, including without limitation, (i) any risks associated with international travel and living abroad and (ii) any negligence and/or intentional acts of any third party.
  
6. **Indemnification.** The Participant hereby agrees to indemnify and defend the Released Parties from and against any and all claims, causes of action, judgment, loss, cost, damage, liability or expense (including reasonable attorneys' fees), resulting or arising from the Participant's negligent, reckless or willful actions.
  
7. **Governing Law and Jurisdiction.** This Letter shall be interpreted, construed, applied and enforced in accordance with the laws of the State of California. The Los Angeles County Superior Court shall be the court of the first instance with exclusive jurisdiction with respect to all judicial proceedings arising out of or relating in any way to the provisions of this Letter.
  
8. **Signatures.** By signing on the space provided below, the undersigned acknowledge that they are voluntarily surrendering certain legal rights. By signing on the space provided below the Participant acknowledges that: (i) he/she is above the age of 20 and is legally eligible to sign on their own behalf, (ii) he/she has read this Letter and understands the legal consequences of signing this Letter; (iii) consents to participation in the Program; and (iv) is responsible for their own acts and obligations hereunder.

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Participant Name (Printed)	Signature	Date
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If the participant is under age, parent or guardian must sign below.

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Parent or Guardian Name (Printed)	Signature	Date
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