

LIKENESS AND PROFILE RELEASE TO NOAA

I, _____ [if signing this Release on behalf of a minor, the parent or legal guardian should state the minor's name here: _____] hereby, grant to the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Ocean Service, Office of National Marine Sanctuaries (ONMS) the irrevocable, lifetime, royalty free, non-exclusive, worldwide right to use my [or the above-listed minor's] name, image, likeness, portrait, or voice (hereinafter "Likeness"), as specified below, in all forms, in all manners, and in all media now existing or to be created in the future, as part of the activities of the [*identify activity/activities*]:

Date(s) of Activity Photographed/Filmed/Recorded, etc.: _____

Location(s) of Activity Photographed/Filmed/Recorded, etc.: _____

Description of image(s)/video(s)/audio(s) used (if known): _____

The intended use of these materials is for ONMS communication, outreach, and education products that promote awareness, appreciation and management of the marine environment. I understand that in furtherance of these goals, ONMS may assign my [or the above-listed minor's] Likeness to the National Marine Sanctuary Foundation.

I also grant to ONMS the irrevocable right to use biographical information provided from and about me [or the above-listed minor's] in all forms, in all manners, and in all media now existing or to be created in the future, as part of the above-referenced activities.

Further, I waive any right to inspect or approve my [or the above-listed minor's] Likeness or Profile in the finished version in which I or my [or the above-listed minor's] organization appear and/or incorporating the Likeness(es), including written copy that may be created and appear in connection therewith. ONMS may, if deemed practicable, grant requests for me to access, for my reference and not for my inspection or approval, a draft version of the product in which my Likeness appears. I hereby waive any claims I may have based on any usage of any video, photographs, or works derived there from, including but not limited to claims for invasion of privacy or publicity or for libel.

I further release and absolve ONMS from any liability resulting from any use of my [or the above-listed minor's] Likeness or Profile. It is expressly agreed, however, that ONMS is under no obligation to use said Likeness or Profile for any purpose whatsoever. Moreover, I understand that ONMS will not compensate me in any way or pay me for use of my [or the above-listed minor's] Likeness or Profile.

I hereby warrant that I have sole copyright ownership of any written copy, photograph(s), video, film footage, audio, and/or any information presented by me or provided to ONMS, or that I have obtained permission from the copyright owner(s). Further, I agree to indemnify ONMS in the event that it suffers liability or damages as a result of its use of any written copy, photograph(s), video, film footage, and/or any information referenced in this paragraph.

If 18 or older:

I further warrant that I am 18 or older, no parental or guardian consent is required, and that I have every right to contract in my own name in the above regard. I further state that I have read this Release and that I am fully familiar with and understand the contents thereof. I agree that this release shall be binding on me, my legal representatives, heirs, and assigns.

Signature: _____ Date: _____

Printed Name: _____

Affiliation (if applicable): _____

Position (if applicable): _____

Phone (_____) _____ E-mail: _____

If representative of minor:

Parental Consent: I am the parent or legal guardian of the minor named above. I have the legal right to consent to and do consent to the terms and conditions of this release on behalf of the minor named above.

Parent/Guardian Signature: _____ Date: _____

Printed Name: _____

Phone (_____) _____ E-mail: _____

Privacy Act Statement

Authority: The collection of this information is authorized under 5 U.S.C. 301 (*Departmental regulations*), 5 USC 552a (*Records maintained on individuals*); 15 U.S.C. 1512 (*Powers and duties of Department*), 44 U.S.C. 2904 (General responsibilities for records management) and NOAA's programmatic authorities.

Purpose: Individual's permission is required for use of photographs, video, and audio in any format, used for communication, outreach, and education products that promote awareness, appreciation, and management of the marine environment. NOAA must not collect any personal information from children under the age of 13, unless parental permission is provided in writing.

Routine Uses: The information is used for the purpose set forth above and may be used consistent with the published routine uses as identified in the Privacy Act System of Records Notice DEPT-18, Employees Personnel Files Not Covered by Notices of Other Agencies and NOAA-11, Contact Information for Members of the Public Requesting or Providing Information Related to NOAA's Mission.

Further, this information may be forwarded to another NOAA or non-NOAA user social media account; shared with other Federal Agencies, scholarly research educational facilities, news organizations, disaster relief organizations, and research partners. Photographs, videos, and audio recordings may be shared—for governmental purposes—externally and displayed on NOAA websites and social media platforms and as part of physical displays/exhibits.

Disclosure: VOLUNTARY. Furnishing this information is voluntary; if permission is not given, then the photographs, videos, or audio recordings will not be used. Federal employees are advised that failure to provide this information will not adversely affect their employment or possibility of promotion.