



TED-ED CLUB RELEASE

Please complete this form, make copies for your records and email to tededclubs@ted.com.

TED-Ed Club is a school-friendly framework developed by TED Conferences LLC (“TED”) to support students and teachers who wish to meet regularly to lead and participate in discussions relating to TED Talks. TED-Ed Club provides a forum for students to pursue, present and record their own original ideas in the form of short TED-like presentations, animations, or other forms of communication and outreach (each, a “Recording”).

In return for being permitted to participate in TED-Ed Club, you grant to TED, its agents, successors, assigns, licensees and whomever else TED may designate (collectively, the “TED Parties”) the right and permission to videotape, film, photograph, and/or record your participation in connection with TED-Ed Club (your “Image”), and to use your Image, in whole or in part, alone or accompanied by other material, throughout the world, in perpetuity, in any and all media now known or hereafter developed, including, but not limited to, on the TED-Ed Clubs YouTube channel (www.youtube.com/tededclubs), the TED-Ed website (ed.ted.com), or other TED-affiliated websites (collectively, the “TED-Ed Websites”), and on social networking sites, for any legal purpose whatsoever, including advertising, promotion and trade.

You acknowledge that you have responsibility for your own health, welfare and safety in connection with your participation in TED-Ed Club, and you assume all risks associated with such participation. You release and discharge the TED Parties, together with their respective parents, subsidiaries, affiliates, officers, agents, employees, independent contractors, members, successors, licensees and assigns from any and all liability, loss, damage, injury, cost or expense whatsoever, including, but not limited to, property damage and/or personal injury, arising out of or in any way related to TED-Ed Club and your participation in TED-Ed Club, whether or not caused by the negligence or actions of any of them, and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. You shall have no right to sue any of the TED Parties in connection with your participation in TED-Ed Club or the use of your Image as provided for in this Release.

TED’s goal is to spread great ideas to a global audience through a variety of different media. As a TED-Ed Club participant, you are encouraged to upload one or more of your Recordings to the TED-Ed Websites for potential distribution to a broader audience. In consideration for the platform provided to you by TED and in support of the goal of “ideas worth spreading,” you grant to the TED Parties the right to display, distribute, perform, reproduce, license, promote, edit, create derivative works from, and/or otherwise use (collectively, the right to “Use”) the Recording, as well as your name, signature, voice, on-camera performance, photograph, likeness and biographical data (collectively, your “Likeness”) in connection with the Recording, in TED-branded experiences, in whole or in part, as audio or video, alone or accompanied by other material, throughout the world, in perpetuity, in any and all media now known or hereafter developed. For clarity, you acknowledge that the TED Parties’ rights include, but are not limited to, the unrestricted right to transcribe the Recording, translate the Recording into other languages, and distribute and otherwise Use such transcriptions and translations.

To facilitate TED’s mission of spreading great ideas, we need to ensure that we do not violate the rights of any third parties. Accordingly, you represent and warrant that: (i) you are the sole author of the presentation embodied in your Recording; (ii) you are the owner of all rights, including, but not limited to, all copyrights (including any moral rights), trademark rights, and publicity rights (or you have secured all necessary licenses and permissions) to the materials contained in the Recording, including all music, spoken-word audio or effects, video, slides, exhibits and other materials (collectively, the “Presentation Materials”); (iii) your assumption of the obligations set forth in this Release, the use of the Recording and Presentation Materials by the TED Parties as permitted by this Release, and the TED Parties’ exercise of



any other rights granted under this Release will not violate the rights of any third party; and (iv) you have the full power and authority to grant the rights and releases and assume the obligations set forth in this Release. You also agree to fully cooperate with TED in connection with any claim asserting that the use of the Recording or Presentation Materials violates the rights of any third party.

You understand and agree that: (i) the TED Parties are not obligated to use the Recording, the Presentation Materials, your Likeness, or your Image in any way; (ii) you will not receive any form of payment in connection with the use of the Recording, the Presentation Materials, your Likeness, or your Image; (iii) you waive any and all right to inspect or approve the TED Parties' use of the Recording, the Presentation Materials, your Likeness or your Image; and (iv) you may not revoke any of the rights granted in this Release.

Finally, you agree to indemnify, defend (at TED's request) and hold harmless the TED Parties from and against any and all claims, liabilities, costs and expenses (including attorneys' fees) (collectively, "Claims") relating to and/or arising from your breach or alleged breach of any representation or warranty in this Release. TED agrees to indemnify, defend and hold you harmless from and against any Claims relating to and/or arising from the TED Parties' use of the Recording or the Presentation Materials, other than those Claims for which you have agreed to indemnify, defend and hold harmless the TED Parties.

This Release shall be governed by New York law, and any dispute arising out of or relating to this Release shall be resolved exclusively in the courts of the City and State of New York. This Release contains the entire understanding between you and TED regarding the subject matter set forth in this Release and may not be modified except in a writing signed by both of us.

I represent and warrant that I have the full right and power to execute this Release and that I have read this entire Release and fully understand its contents.

Signature: _____

Print Name: _____

Date: _____

PARENTAL CONSENT (needed for anyone under the age 18)

I, as parent/legal guardian of _____, agree to all of the terms and conditions of the above Release, and I personally join in and will be responsible for the warranties, representations, and obligations set forth by the minor above. I sign this document to signify my agreement to all of the above terms.

Signature: _____

Print Name: _____

Date: _____