Ridgewater Consent/Waiver Terms of Use and Licensing Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOUR LEGAL RIGHTS.

Ridgewater College's Marketing and Communications Department reaches out to students to seek their permission to help share experiences on our web site, social channels, and various digital and printed promotional materials. You may be reading this because we have requested your permission to include you in this way for Ridgewater College, a member of the Minnesota State college system.

By letting us capture a photo, video or testimonial of you, you hereby agree to these Terms of Use and Licensing Agreement:

• You grant Ridgewater College and the Board of Trustees of the Minnesota State Colleges and Universities ("Minnesota State") a worldwide, non-exclusive, perpetual, royalty-free license to use your Content at Minnesota State's discretion, including but not limited to resharing the Content on our social media accounts and incorporating the Content into promotional and marketing materials, including video. You agree that Ridgewater and Minnesota State may use, display, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit your Content in any manner. You waive any rights to inspect or approve the finished Content.

• You grant the right to use your real name, social media username, likeness, descriptions of you, location, voice, or other identifying information in connection with the above license to use your Content. You consent to the public release of the Content for the above-stated purposes, pursuant to the consent provisions of the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) and/or the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 et seq., if applicable.

• You represent and warrant that (i) the Content does not infringe any valid copyright or other proprietary right of any other person, and if the Content contains any copyrighted material that is not in the public domain and not owned by you, you have obtained permission to use such material, and will provide copies of such permissions to Minnesota State upon request and at your own expense; (ii) you have the sole power to convey all rights granted and licensed herein; (iii) the Content contains no content promoting for-profit companies, goods or services; (iv) you are not a minor; and (v) the Content contains no libelous, defamatory or other unlawful material.

• You represent and warrant that the Content does not contain the name, likeness, descriptions, voice or other identifying information of a third party, unless such party has consented to such name, likeness, description, voice or other identifying information being shared with Ridgewater and Minnesota State to reshare. If there are names, likeness, descriptions, voice or other identifying information of a minor, such minor's parent or guardian must have provided such consent.

• You acknowledge that you will receive no money or remuneration from Ridgewater College or Minnesota State for this content.

• Ridgewater College or Minnesota State reserves the right not to use or, if used, to remove any Content without notice.

• This constitutes the entire agreement between you, Ridgewater and Minnesota State with respect to use of your Content. This Agreement is non-assignable. The validity and interpretation of this Agreement shall be governed by and construed in accordance with Minnesota law and the applicable U.S. Federal law, without regard to conflict of law rules or principles.

• You acknowledge and represent that you are over the age of 18, or if you are a minor, that a parent/guardian is completing this on your behalf, and that the adult completing this form understands the contents, meaning, and impact of this agreement, and have agreed to its terms knowingly and voluntarily. Your consent expires upon completion of the stated purpose for the Content or upon written notice to Ridgewater or Minnesota State that you revoke your consent, whichever comes first.

I agree to the above terms.

_____ _____

Printed Participant Name | Content Description/Event or Reason for Media Sharing

_____ _____ _____

TechID if You Are Student | Graduation Year if Student/Alumni | Date

_____

Participant Hometown

_____

Participant Signature (or Parent/Guardian Signature if under 18 years)

Updated: 9/2021

RIDGEWATER COLLEGE

MINNESOTA STATE

Ridgewater College,
a member of Minnesota State