

Video Use Agreement

Minor: _____ (print name)

Parent/Legal Guardian: _____ (print name)

The persons identified above as Minor and Parent/Legal Guardian (“we”) represent and warrant to Martin’s Famous Pastry Shoppe, Inc. (“**Martin’s**”) as follows:

1. The image, likeness, and/or voice of Minor is included in the video submitted by _____ to Martin’s in connection with Martin’s Video Scholarship Contest.
2. Minor is less than 18 years of age as of the date of this agreement.
3. Parent/ Legal Guardian is the parent or legal guardian of Minor.

We hereby consent to the use of Minor’s image, likeness, and voice in the video. We hereby grant to Martin’s the following rights:

1. The right to use Minor’s name and the right to display, broadcast, publish, reproduce, edit, modify, and use the recordings of Minor’s image, likeness, and voice in the video in any and all media (including, without limitation, Martin’s websites and social media sites), anywhere in the world, for advertising, publicity, commercial, or other business purposes.
2. The right to incorporate such recordings (including edited or modified versions of such recordings) into other content, productions, or materials and display, broadcast, publish, reproduce, and use the same in any and all media, anywhere in the world, for the purposes stated above.
3. The right to license such rights to third parties.

We waive any right to inspect, approve, or receive notice of such uses of Minor’s image, likeness, and voice. We waive any right to any payment or other compensation arising out of or related to such uses of Minor’s image, likeness, and voice. We agree that Martin’s may exercise the rights described above without attribution to Minor.

We hereby release Martin’s and its agents and representatives from any and all claims or allegations arising out of or related to the exercise of Martin’s rights under this agreement and any and all claims or allegations that any content, productions, or materials produced or prepared by or on behalf of Martin’s infringes on Minor’s rights.

We represent and warrant to Martin’s that we have the legal authority to enter into this agreement and this agreement is binding on us.

There is no time limit on this agreement. We agree that the rights we grant to Martin’s in this agreement are perpetual and, except as may be permitted by applicable law, we cannot revoke this grant.

We agree that any and all claims or disputes arising out of or related to this agreement, and any claims for damages, will be resolved exclusively by final and binding arbitration, such arbitration will be conducted under the rules of the American Arbitration Association, and such arbitration will be conducted on an individual basis only, without resort to any form of class, collective, representative, or multi-plaintiff action.

By signing this agreement, we acknowledge that we have read and understand this agreement and agree to be bound by it.

Minor	Parent/legal guardian
Signature:	Signature:
Print name:	Print name:
Address:	Address:
Date:	Date: