

VIDEO CONSENT AND RELEASE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, on behalf of myself, and my successors, heirs and assigns, hereby agree with and represent to NUDURA Inc. (“**NUDURA**”) and its advertising and promotion agencies and/or others working for or on its behalf, their respective officers, directors, agents, successors and assigns and any publishers, or other interested media (collectively, the “**Releasees**”) as follows:

- I am of legal age in my province/territory of residence or have had my parent/legal guardian sign this Release on my behalf below;
- I hereby give my permission, irrevocably and in perpetuity, to reproduce, copy, publish, broadcast, or otherwise use: (i) my name; (ii) my voice; (iii) my likeness (as may be retouched or edited); and/or (iv) any comments attributed to me about NUDURA and/or its products/services; or any material based upon or derived therefrom, or to refrain from so doing, in whole or in part, in any manner or media whatsoever, including, without limitation, for any and all advertising, promotion and/or other purposes of trade. For greater certainty, I agree that such advertising may include, without limitation, a presentation video for NUDURA, YouTube video productions, commercials and/or other internal videos used for presentations. I acknowledge that NUDURA’s decision to use my name, my voice, my likeness and/or any comments made by me as set out herein is at NUDURA’s sole and absolute discretion.
- I agree that I shall have no right of approval, no claim to additional compensation or benefit, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of the use of my name, my voice, my likeness and/or any comments made by me. I further agree that any comments made by me can be modified or edited in any way without my consent or the consent of any party or person.
- I hereby represent that any statements I have made concerning NUDURA and/or its products/services reflect my true and honest opinion of and experience with NUDURA and/or its products/services. I hereby waive any and all moral rights I may have in and to my comments that were recorded in favour of the Releasees.
- I agree that any and all materials (the “**Materials**”) created by or for NUDURA that incorporate, in whole or in part, my name, my voice, my likeness and/or any comments made by me shall remain the sole and exclusive property of NUDURA and that NUDURA shall retain all intellectual property rights, including, without limitation, copyright, that exist in the Materials. Further, to the extent that I may have any moral rights in the Materials, I hereby waive all such moral rights in favour of NUDURA; and
- No additional rights or consents are necessary to grant the rights to NUDURA as provided herein. I understand that there is no obligation on NUDURA to use the rights or any materials as provided herein, or to produce or release any advertising.

BY SIGNING THIS RELEASE I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ABOVE TERMS OF THIS CONSENT AND RELEASE.

Signed this _____ day of _____, 2017.

Printed Name

Signature

Address

Witness

**TO BE COMPLETED IF INDIVIDUAL IS UNDER THE AGE OF
MAJORITY IN HIS/HER PROVINCE/TERRITORY OF RESIDENCE**

I am the parent/legal guardian of the above-noted releasor and hereby execute this Consent and Release on his/her behalf.

Signature

Printed Name

Witness Signature