

MEDIA CONSENT AND RELEASE

My 3D Mini Me, Inc.

These terms apply to your Order.

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS. IF YOU AGREE WITH THESE TERMS, COMPLETE THIS DOCUMENT AND SIGN WHERE INDICATED BELOW. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ORDER PRODUCTS OR SERVICES.

1. The undersigned, being the parent(s) or guardian(s) of the minor child named below (“Minor Child”), do hereby irrevocably consent, authorize and grant My 3D Mini Me, Inc., an Illinois corporation (“MMM”) and the employees, agents, licensees and business partners of MMM (collectively, “MMM’s Affiliates”) the absolute right and permission to record the name, likeness, image, performances, poses, actions, plays and appearances of the Minor Child on still photography, digital, videotape or other media (herein sometimes referred to as the “Content”), to edit the Content, as determined by MMM, in MMM’s sole discretion, and to incorporate the Content, in either edited or unedited form, into any promotion, campaign or advertisement created by or at the direction of MMM.

2. The undersigned do hereby acknowledge, understand and agree that the Content and all characters, deliverables, designs, elements, images and other works created, developed or produced or designed for the Minor Child by MMM or MMM’s Affiliates, including all Intellectual Property Rights (as herein defined) relating to the Content, (the “Works”) shall remain the exclusive property of MMM. For purposes of this Consent and Release, “Intellectual Property Rights” means all copyrights, trademark or service mark rights, any patent rights, trade secret rights, any proprietary rights, and any and all rights related thereto. The undersigned understand, confirm and agree that by this Consent and Release that MMM and MMM’s successors and assigns shall own the entire right, title, and interest in and to the Works, including, the right to reproduce; to prepare derivative Works based upon the Works; to distribute by sale, rental, lease, or lending, or by other transfer of ownership; to perform publicly; to exhibit, display or present; and to be used or reused including, without limitation, in connection with any promotion or advertisement on any reproductive media, including, but not limited to, print advertising, publicity or promotional material, magazines or books, or film, digital video, video tape, Web sites, multi-media programs, or the like, in color or black & white, made through any media by MMM or MMM’s Affiliates (herein referred to as “Materials”).

3. The undersigned hereby fully waives and agrees never to assert any rights related to the Works or any derivative works based on the Works in any medium.

4. The undersigned understand that MMM may use, and authorize others to use, the Works in all markets, manner, formats and media, whether now known or hereafter developed, throughout the world, in perpetuity.

5. Each of the undersigned for himself or herself, and on behalf of anyone who has or obtains any legal rights or claims through each of them, their agents, heirs, successors and assigns, do hereby **ABSOLUTELY, FULLY, IRREVOCABLY AND UNCONDITIONALLY COVENANT NOT TO SUE FOR ANY REASON AND RELEASE, REMISE, ACQUIT, SATISFY AND**

FOREVER DISCHARGE MMM and each and all of its respective past, present and future shareholders, owners, partners, members, managers, predecessors-in-interest, representatives, assigns, employees or any person or persons, corporation or corporations, acting under MMM's permission or authority, or any person, persons, corporation or corporations for whom MMM might be acting, from and against any and all present and/or future claims, cross-claims, defenses, demands, actions, causes of action, judgments, grievances, obligations, responsibilities, oral and written agreements, promises, undertakings, suits, debts, sums of money, accounts, costs, damages, expenses and/or attorneys' fees, compensation, recoupments, penalties, fines, sanctions, liabilities and obligations of any kind or nature whatsoever (collectively, "Claims"), whether any of the foregoing arise in law or equity or pursuant to federal or state statute, common law or any other form whatsoever, and whether any of the foregoing are foreseen or unforeseen, known or unknown, asserted or unasserted, fixed, contingent, actual, liquidated or unliquidated or direct, punitive or consequential, which in any way relates to or is in any way connected with the Works or Materials, including, but not limited to, claims based upon invasion of privacy, rights of publicity, appropriation of name or likeness, public disclosure of private facts or other civil rights, or for any reason in connection with the presentation or the use of the physical likeness of the Minor Child, or injury, damages or financial loss caused by the use by MMM or MMM's Affiliates of any Materials.

6. The undersigned further agree and warrant that the Minor Child will not disaffirm or disavow the consent, release and permission on the grounds that he/she was a minor on the date of execution thereof or any similar grounds whatsoever, or endeavor to recover from you personally or through any guardian, any sums for participating in the creation of the Content.

7. This Consent and Release is binding upon and shall inure to the benefit of the undersigned and MMM, and their respective heirs, executors, administrators, personal representatives, predecessors, successors, and assigns.

8. The undersigned represents and warrants that this Consent and Release constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms; further that the undersigned represent and warrant that each of them has made an investigation of the facts pertaining to this Consent and Release and of the matters pertaining thereto as the undersigned deems necessary.

9. All representations, warranties, undertakings, and duties or restrictions contained in this Consent and Release shall survive and continue until expiration of any applicable statute of limitations.

10. This Consent and Release shall in all respects be interpreted, enforced, and governed by and construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Consent and Release shall be interpreted in such a manner as to be effective and valid. However, if any provision of this Consent and Release shall be held to be prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Consent and Release.

Printed Name of Minor Child: _____

Printed Name of Parents/Guardians: _____

Address: _____

Telephone: _____

Email: _____

Parent/Guardian Signature: _____

Date: _____

Parent/Guardian Signature _____

Date: _____