

## CONSENT AND RELEASE AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby enter into this Consent and Release Agreement (“Agreement”) with The Bay Clubs Company, LLC (and together with its affiliates, the “Company”). I have agreed to be interviewed in connection with a project (“Project”) regarding my experience as a member of the Company.

I understand that in connection with the Project I may learn certain non-public, confidential or proprietary information and materials (collectively, the “Confidential Information”) relating to the Project, including, without limitation, the details of the Project, my participation in the Project and the terms of this Agreement. I agree to hold all such Confidential Information in strict confidence and not to disclose the Confidential Information to anyone, unless required by law or legal process.

I hereby grant irrevocable, perpetual, permission, without further consideration, to the Company and its parents, licensees, affiliates, subsidiaries, representatives and agents to use my name, biographical information, my city and state of residence, picture, portrait, photograph, video footage and voice, and statements made by me (“Likeness”) worldwide and in perpetuity, as memorialized in any manner or media, including distribution via social media, now known or hereinafter developed and to be photographed, recorded and videotaped by the Company, its parents, affiliates, licensees, subsidiaries, successors, assigns (“Consent”).

I acknowledge and agree that the foregoing Consent extends to all uses of my Likeness as such may be embodied in any pictures, photographs, digital images, video recordings, audiotapes, film, audiovisual materials, writings, statements, and quotations (collectively, the “Materials”). I further acknowledge and agree that the Company may use the Materials for any commercial or internal purpose without further consent from or consideration to me, including, without limitation, the right to use, reuse, publish, republish, broadcast, disseminate, and publicly display any of the Materials, or any derivative thereof, now or hereafter known or later developed. I understand and agree that I will not be given a chance to inspect or approve the Materials and hereby waive such rights.

I agree that all of the Materials are the sole property of the Company, and that Materials deemed copyright(s) will be considered a “work made for hire” under the Copyright Act. I irrevocably assign to the Company, all right, title and interest that I may have in the Materials and waive any moral rights that I may have in the Materials and the Likeness, including, without limitation, any right to integrity, association, credit or identification. To the extent that any such Material may not, by operation of law or pursuant to the terms of this Agreement, vest in the Company, or if the Materials are not deemed to be a “works made for hire” under the Copyright Act, then, to the full extent permitted by law, I hereby irrevocably grant, transfer, assign, convey and relinquish, all right, title, and interest, and goodwill in and to the Materials, including all intellectual property rights therein, to the Company in perpetuity or for the longest period otherwise permitted by law. I agree to sign any additional paperwork that may be provided to me by or on behalf of the Company that is required to effectuate the terms of this Agreement.

I hereby release, discharge and agree to hold harmless the Company, its parents, licensees, affiliates, subsidiaries, representatives, agents, and employees from any liability or claimed liability in connection with this Agreement, including any invasion of privacy, right of publicity, and defamation arising out of the use and exploitation of the Materials. I understand and agree that I will not be given a chance to inspect or approve the Materials or the Use and hereby waive such rights.

The rights granted herein shall be in addition to, and not at the exclusion of, any rights granted to the Company under any other agreements or releases I have executed or may in the future execute in favor of the Company.

This document contains the entire agreement between the Company and the undersigned concerning the subject matter hereof. No amendment, modification, or waiver of this Consent and Release shall be binding against the Company unless it is in writing and signed by the Company.

**By signing below, I express my understanding and intent to enter into this Agreement willingly and voluntarily. I certify that I am at least 18 years old and that any statements made by me in connection with the Project will be truthful and represent my honest opinions, findings, beliefs, or experiences. I further authorize the Company, if it so chooses, to conduct a background check on me.**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_