

• Child's File

Photo/Video Release

For and in consideration of the opportunity to have my minor child's name, voice, picture, portrait, artwork and/or likeness published and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, on behalf of myself and my minor child, hereby agree as follows:

- 1. I hereby grant Kids 'R' Kids International, Inc., Kids 'R' Kids #TX68, and its affiliates, franchisees, nominees, licensees, successors and assigns and those acting under their permission (hereinafter "KRK"), the unrestricted, absolute, perpetual, worldwide right to:
 - a. use my and my minor child's name, voice, picture, portrait, artwork and/or likeness, however obtained.
 - b. reproduce, copy, modify, alter, edit, publish, use, create derivatives in whole or in part, without limitation, my and my minor child's image, picture, portrait, artwork and/or likeness in still and/or video photography, film or tape taken of me or my minor child by or on behalf of KRK.
 - c. display, exhibit, distribute, transmit or broadcast the above or any part thereof; in any project or medium, whether now or hereafter existing, including, without limitation printed publications, television, radio, the internet, any online service or website, blog or social media, including, without limitation Twitter, Facebook or YouTube, any number of times and for any purpose, including, without limitation, promotional, advertising and marketing purposes.
- 2. I agree that any picture, portrait, artwork or other product or material derived there from is wholly owned by KRK and that KRK may copyright any product or material containing same. If I receive any copy thereof, I shall not use it for any purpose nor authorize its use by anyone else.
- 3. I hereby waive my right to inspect and/or approve the finished product or material, or to the eventual use that it might be applied.
- 4. I hereby release and discharge KRK from and against any claim or liability arising out of invasion of privacy, right of publicity, defamation, portrayal in a false light, misappropriation, and copyright infringement arising out of or in connection with the use of materials referenced hereunder, including without limitation the use of my or my minor child's name, voice, picture, portrait, artwork and/or likeness in any manner authorized by this Release, whether now known or arising in the future.
- 5. I hereby warrant that I am eighteen years old or older and am the parent and/or legal guardian of the minor child named below, and am competent to contract for the minor child named herein as the above is concerned. I have read the foregoing release and warrant that I fully understand the contents hereof. I agree that this Release is intended to be as broad and inclusive as permitted under the laws of the State of Texas, and that if any portion thereof is held to be invalid, that the balance shall continue in full force and effect.
- 6. This Release constitutes an Agreement between myself and KRK and contains the entire understanding between myself and KRK regarding the subject matter hereof. This Release cannot be modified except in a writing signed by all parties hereto, and shall be governed in accordance with the laws of the State of Texas.

| Child's Full Name | Parent/Guardian Printed Name |
|---------------------------|------------------------------|
| | |
| Parent/Guardian Signature | / Date |