



AGREEMENT AND RELEASE

1. **Consent.** I, the undersigned, hereby grant to Kronos Incorporated, its affiliates, agents, successors and assigns (referred to as “You”) the right, license and permission throughout the world to: (i) record, photograph, and/or memorialize by any method or means whatsoever, whether now existing or hereafter developed, the appearance, picture, silhouette and other reproduction of my voice and likeness (collectively, the “Work”); and (ii) reproduce, publicly display, publicly distribute, publish, republish, modify, and transmit, such Work, in whole or in part, either by itself or with other works, in conjunction with my name, in any media or form of distribution, including, for promotional and external or internal uses, consumer and trade advertising, and for web site, online, mobile media and Internet usage, including, without limitation, for the purpose of posting the Work on Facebook, YouTube, Google+, and/or any other social media site.

2. **Assignment.** You shall own, and I hereby assign to You, all right, title and interest in and to the Work and all results and proceeds of my appearance in the Work. You may edit, or have edited, the Work and my appearance therein including by the addition of voice-overs, sound effects, or other materials to the Work, and including the removal of all or part of the recording of my voice. I expressly disclaim all rights to inspect or approve the Work or any derivative work created from the Work, or any printed, digital or electronic matter that may be used in conjunction therewith, or any use of the Work or any derivative work created from the Work.

3. **Release and Indemnification.** I hereby waive and forever release and discharge You, your affiliates, employees, principals, agents, successors and assigns from any and all claims, actions, losses and demands arising out of or in connection with your permitted use, publication, copy or distribution of the Work, including, without limitation, any and all claims related to rights of privacy or publicity. I agree to indemnify and hold You harmless from all costs and expenses, including reasonable attorneys’ fees and costs, incurred by You if I, or a party claiming through me, or anyone related to me in any manner, shall pursue any claim, action or demand against You or any other party in connection with a permitted use of the Work and/or this Agreement and Release.

4. **Governing Law.** I expressly agree that this Agreement and Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to any principle of law that would cause the application of the laws of any other jurisdiction.

5. **Consideration/ Term.** This Agreement and Release is given as a material inducement for You to make, use and distribute the Work, and I understand You will incur material expenses in reliance of this Agreement and Release and the creation, use and distribution of the Work. Notwithstanding the foregoing, I understand and agree that You are not obligated to make any use of the Work or exercise any of the rights granted to You by this Agreement and Release. The rights granted herein shall expire upon the earlier of six (6) years from the date of execution or upon my three (3) months advance written notification of termination to You.

6. **Acknowledgment.** I, the undersigned, acknowledge and agree that I am undertaking the activities to be performed at the Lawn on D, owned by the Massachusetts Convention Center Authority in Boston, Massachusetts, of my own free will, and, accordingly, I acknowledge and agree that I shall be solely responsible for my actions or omissions during such activities, and I, and no party by or through me or on my behalf, shall bring any claim of any kind against you in connection with any such activity at any time and for any reason. This provision shall survive the termination of this Agreement and Release for a period of five (5) years.

7. **General.** I agree that in the event that any clause or provision of this Agreement and Release shall be held to be invalid by any court, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement and Release, which shall continue to be enforceable to the fullest extent permitted by applicable law. This Agreement and Release shall be binding upon my heirs, successors and assigns, and shall inure to the benefit of your agents, successors and assigns. This Agreement and Release constitutes the entire agreement between You and I and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement and Release. This Agreement and Release cannot be amended or modified in any manner except by a written agreement executed by both You and I. This Agreement and the statements made through the Work are not intended to and shall not alter or affect any contractual agreement or remedy that exists between the parties.

I HEREBY CERTIFY THAT I AM OVER EIGHTEEN (18) YEARS OF AGE, AND THAT I HAVE READ, UNDERSTAND AND AGREE TO THIS AGREEMENT AND RELEASE, AND THAT I AM COMPETENT TO CONTRACT IN MY OWN NAME IN CONNECTION WITH ALL OF THE FOREGOING.

_____, 2016
Name Signature Date