



**CALIFORNIA TOBACCO
ENDGAME CENTER FOR
ORGANIZING AND ENGAGEMENT**

A project of the American Heart Association®

(<https://organizingtoendtobacco.org/>)

Talent, Publicity, and Media Consent and Release Form

Throughout the Capitol Information and Education Virtual Day of Action Event on May 28 - 29, 2024 attendee's photo and/or video may be taken and used for purposes as outlined below. This consent form is required for all individual registrants and covers both the main events and Caucus Meetings.

Thank you for sharing your artwork, electronic files or records, stories, personal information, photos, photographic film, video and/or audio recordings (“Talent”) with the California Tobacco Endgame Center for Organizing and Engagement funded by the California Tobacco Control Program (“CTCP”) to support its mission to plan, develop, implement, and disseminate resources to facilitate community engagement and organizing among tobacco control stakeholders, gatekeepers, and decision makers that may facilitate and influence the development and adoption of tobacco control-related policy and system changes. This Consent and Release is also for the benefit of the American Heart Association, Inc. (“AHA”), whose mission is to be a relentless force for a

world of longer, healthier lives. The AHA is dedicated to ensuring equitable health in all communities through collaboration with organizations such as CTCP.

By Checking Yes I give CTCP and AHA and each of their agents, vendors, affiliates, employees, officers, and directors (hereinafter collectively referred to as "CTCP") permission to use my Talent and my name, likeness, image, voice, and/or appearance in any pictures, photos, video recordings, audiotapes, digital images, personal characteristics, private information, and other audio or video recording or media taken and/or made ("Media"). I acknowledge that I will not receive any compensation for the use of the Talent or Media unless otherwise agreed in writing. I hereby release CTCP, its agents, affiliates, employees, officers, directors and legal representatives from any and all claims and demands which arise out of or are in any way connected with the Media and/or the use of my name, likeness, image, voice and/or appearance, including any or all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation.

CTCP will use and publicize my Talent and Media for promotion and support of its mission to improve the health of all Californians by reducing illness and premature death attributable to the use of tobacco products through the strength of social media and education. I grant CTCP a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from my Talent and Media, and publicly display my Talent and Media, including display on the CTCP website, without any attribution or compensation in support of the CTCP mission. These uses may include, but are not limited to, digital images, social media posts, videos, publications, advertisements, news releases, web sites, email bulletins, and any promotional or educational materials in any medium now known or later developed, including the internet.

I further represent and promise that CTCP's use of my Talent and Media and the rights and license I grant in this document do not, and will not, violate any other party's rights or conflict with or violate any contract with or commitment I made to any person or entity, and that no consent or authorization from any third party is needed.

“The signing party grants the State of California copyright interest in any Works created, provided, developed, or produced under the agreement and ownership of any Works not fixed in any tangible medium of expression and agrees to assign those rights to the State. For any Works for which the copyright is not granted to the State, the State shall retain a royalty-free, non-exclusive and irrevocable license throughout the world to reproduce, to prepare derivative Works, to distribute copies, to perform, to display, or otherwise use, duplicate or dispose of such Works in any manner for government purposes, and to have or permit others to do so.” and “All (e.g.: artwork, type, electronic files, or photographic film or video/audio recording) created or submitted for reproduction is the property of the California Department of Public Health (CDPH), California Tobacco Control Program (CTCP). Acceptance of this order indicates agreement of these terms.”

If I am registering a child or an incapacitated adult, I represent and warrant that I am the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf.

BY CHECKING YES, I ADMIT THAT I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS CONSENT AND RELEASE, AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CTCP.

I have read, understood, and agree to the terms of this agreement.
