

CONSENT TO USE NAME AND LIKENESS & GENERAL RELEASE

For valuable consideration received, I, \_\_\_\_\_, residing at \_\_\_\_\_ hereby irrevocably grant to ThouArt, LLC \_\_\_\_\_ Houston, Texas and its subsidiaries, Affiliates, nominees, licensees, their successors, and assigns, members, partners, contractors, employees, officers and those acting with its authority, hereinafter referred to as the "Company" the worldwide right to use my name (including full name, partial name or any alias(es)), likeness, and photograph(s), picture (s), portrait(s) (collectively "Name and Likeness"), in all forms and media, and in all manners, including composite or distorted representations, without limitation as to frequency or duration, for any lawful purposes, commercial or noncommercial. Company shall have the unrestricted absolute, perpetual, worldwide, royalty-free right to: (1) Reproduce, copy, modify, create derivatives in whole or in part, or otherwise use my Name and Likeness or any part thereof in combination with or as a composite of other matter, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media or embodiment, now known or hereafter to become known, including, but not limited to, all formats of computer readable electronic magnetic, digital, laser or optical-based media, Internet or World Wide Web (the "Works"), and (2) use and permit to be used my Name and Likeness, whether in original or modified form, in connection with the Works as Company may at its sole discretion choose, and (3) display, perform, exhibit, distribute, transmit or broadcast the Works by any means now known or hereafter to become known, and (4) identify the city in which I reside and use or otherwise publish my testimonials any my other statements.

I hereby waive all rights and release Company from, and shall neither sue nor bring any proceeding against any parties for, any claim or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of my Name and Likeness. The terms of this consent and release shall commence on the date hereof and shall be without limitation. This consent and release shall be binding upon the undersigned and his/her heirs, legal representatives, successors, guardians and assigns. The terms of this consent and release shall not be modified orally by either party. I waive any right that I may otherwise have to inspect or approve the Works containing my Name and Likeness.

If you do not understand this agreement, or any part herein, consult your attorney before signing. I have read this consent and release and am fully familiar with its content. I warrant and represent that I am of legal age and that I am free to enter this consent and release. If any paragraph herein is agreed to be unenforceable, all other paragraphs remain in full force and effect. Company may assign all rights under this agreement without limitation.

"Affiliates" means, with respect to a Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the ability to direct or cause the direction of the management or policies of a Person through any of the following: (i) beneficial ownership of a controlling interest of the voting shares or other securities of a Person; (ii) the position as a general partner of a Person that is a partnership, including, without limitation, a limited partnership; (iii) the position as a managing member of a Person that is a limited liability company; (iv) pursuant to a written agreement; or (v) operator-ship of a joint venture or joint owned or joint controlled asset(s).

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

**NOTE: If under the age of 18 or if you otherwise have a legal guardian, they must execute the following:**  
We consent and agree to the foregoing. Our relationship to the person identified above is that they are my \_\_\_\_\_ {insert son, daughter, parent, ward etc.} and they are \_\_\_\_\_ years of age. I/ we consent and agree to the use of their name and likeness in accordance with the terms above.

Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_