

Media Release Agreement

This Media Release Agreement (this “Agreement”) is entered into between Active Minds, Inc. (“Active Minds”) and you, an adult individual (“Contributor”). In consideration for Active Minds granting Contributor the right to participate in Active Minds’ mission of mental health awareness and suicide prevention and for other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Active Minds and Contributor, intending to be legally bound, agree as follows.

Contributor is submitting or otherwise providing to Active Minds certain stories, comments, biographical information, or other materials created by Contributor, or photographs, videos, and audio recordings taken by or made of Contributor (“Contributor Content”). Contributor hereby grants Active Minds and those we work with an unlimited, perpetual, irrevocable, royalty-free, worldwide license to store, copy, modify, create derivative works of (such as those resulting from translations, adaptations or other changes we make so that the Contributor Content works better with our Services) compile, publish, publicly perform or display, broadcast, stream, distribute and otherwise use Contributor Content, derivative works thereof, and Contributor’s name in any and all media or formats, whether existing or hereafter invented, for any purpose whatever in connection with Active Minds’ mission, without any right of prior approval or compensation. Contributor warrants that they have the right to enter into this Agreement and have all rights and permissions necessary to grant to Active Minds the license provided in this Agreement, including any necessary permissions from any third party referenced by, appearing in, or contributing to the Contributor Content.

Contributor waives any right to inspect or approve the finished or published versions of Contributor Content and derivative works thereof, including written copy that may be created and appear in connection therewith.

Contributor hereby releases, discharges and holds harmless Active Minds and its employees, representatives, service providers, assigns, licensees, successors in interest, and legal representatives from any and all claims, demands, suits, costs and liabilities, known or unknown, arising out of or in connection with the use of the Contributor Content, including without limitation any and all claims for libel, misappropriation of the right of publicity or invasion of privacy. The Contributor Content will not be sold to any other firm or organization; provided that Active Minds may assign the Contributor Content to any successor to substantially all, or a portion of, its operations or assets by merger, reorganization, combination, consolidation, purchase of assets or otherwise.

Contributor has read this Agreement and fully understands its contents. This release shall be binding on Contributor and Contributor’s heirs, legal representatives, and assigns. In the event of any conflict between this Agreement and Active Minds’ Cause + Career online Privacy Policy, available at <https://causeandcareer.org/privacy/>, or Terms of Service, available at <https://causeandcareer.org/terms/>, this Agreement will prevail with respect to the matter in conflict. This Agreement shall be construed in accordance with, and all disputes shall be governed by, the laws of the District of Columbia, without giving effect to the conflicts of laws rules thereof. Exclusive jurisdiction and venue for the adjudication of any disputes relating to this Agreement shall be in the courts (including the appellate courts) having jurisdiction for the District of Columbia, and the parties hereby consent to the jurisdiction and venue of such courts.