

MEDIA RELEASE AND CONSENT AGREEMENT

This Media Release and Consent Agreement (this "**Release**") is entered into by and between ACE Scholarships and the individual identified below (the "**Participant**"), effective as of the date signed below.

By signing this Release, Participant hereby grants to ACE Scholarships and its affiliates, successors, licensees, agents, contractors, partners, and assigns (collectively, "**Authorized Persons**"), the irrevocable, perpetual, royalty-free, worldwide right and license to photograph, film, record, and otherwise capture Participant's name, image, likeness, voice, statements, and biographical information (collectively, the "**Media Content**") in connection with ACE Scholarships' mission, programs, events, and activities.

Participant further grants Authorized Persons the right to use, reproduce, edit, modify, adapt, publish, display, distribute, broadcast, and create derivative works from the Media Content, in whole or in part, in any and all media and formats, whether now known or hereafter developed, without further notice, consent, or compensation to Participant. This grant of rights is not limited to a single event or program and shall remain in effect for any and all future uses of the Media Content by Authorized Persons, including reuse in subsequent years or campaigns.

Participant acknowledges and agrees that ACE Scholarships shall own all right, title, and interest in and to any photographs, recordings, videos, and other materials created by or on behalf of ACE Scholarships that incorporate the Media Content (collectively, the "**Materials**"), including all copyrights and other intellectual property rights therein. To the extent any rights in such Materials vest in Participant, Participant hereby irrevocably assigns all such rights to ACE Scholarships.

Participant further acknowledges and agrees that ACE Scholarships is under no obligation to use the Media Content or any Materials. Participant acknowledges that Participant has no right to review, approve, or be consulted about the use of the Media Content or the Materials before publication or at any other time, and that ACE Scholarships may edit or modify the Media Content and Materials at its sole discretion.

To the fullest extent permitted by law, Participant hereby releases, discharges, and holds harmless ACE Scholarships and the Authorized Persons, and their respective officers, directors, employees, volunteers, and agents, from and against any and all claims, demands, actions, damages, losses, costs, and expenses arising out of or in connection with the use of the Media Content or the Materials as authorized under this Release.

Participant understands that this Release is intended to be perpetual, but that Participant may request in writing that ACE Scholarships stop using the Media Content in new materials going forward. Participant understands that ACE Scholarships will make reasonable efforts to honor Participant's request within a reasonable time, but that any such revocation will not affect the right of Authorized Persons to continue using Media Content and Materials created or captured prior to the effective date of revocation.

This Release constitutes the entire agreement between the Participant and ACE Scholarships regarding its subject matter and supersedes all prior understandings. If any provision of this Release is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. This Release shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles.

If Participant is signing on behalf of a minor under 18 years old, Participant confirms that they are the parent or legal guardian of the minor, has the legal authority to sign this Release on the minor's behalf, and agrees to these terms for the minor.

[SIGNATURE PAGE FOLLOWS]

By signing below, Participant acknowledges that they have carefully read this Release, understand its terms, and voluntarily agree to be bound by them.

Participant Name (Printed): _____

Participant Signature: _____

Date: _____

PARENT / LEGAL GUARDIAN CONSENT (Required for Participants Under 18)

If the Participant is under 18 years of age, a parent or legal guardian must sign below. By signing, the parent or legal guardian represents and warrants that: (a) they are the parent or legal guardian of the minor named above; (b) no court order, judgment, or decree has been issued granting custody of the minor to any other person or otherwise limiting their authority to execute this Release; (c) the minor has not been emancipated; (d) they have the legal right, power, and authority to consent to this Release on behalf of the minor and themselves; and (e) they are at least 18 years of age. The parent or legal guardian acknowledges that they have read and understand this entire Release, consents to and approves all of its terms and conditions, and agrees that both the minor and the parent or legal guardian shall be bound by its terms. This consent is not revocable except as set forth above.

Parent / Legal Guardian Name (Printed): _____

Parent / Legal Guardian Signature: _____

Relationship to Minor: _____

Date: _____

ACE Scholarships Contact Information:

Kristy Badger, Chief Marketing Officer