

CONSENT AND RELEASE FROM LIABILITY**CAREERSAFE® NATIONAL CTE STUDENT OF THE YEAR SCHOLARSHIP CONTEST**

In consideration for CareerSafe®, LLC ("CareerSafe") offering and facilitating the CareerSafe National CTE Student of the Year Scholarship Contest ("Contest"), reviewing, and considering my nomination for eligibility to win a prize (as identified in the Official Contest Rules), I agree as follows:

1. I Understand and Agree to These Terms and Conditions. If Nominee is entered into the Contest and accepts this Consent and Release from Liability, Nominee is indicating that Nominee has read, understands, and agrees to abide by this Consent and Release from Liability and the Official Contest Rules (available at www.careersafeonline.com) for which the Nominee is being nominated (collectively, all these rules and terms will be referred to as the "Agreement"), all of which are incorporated by reference.
2. By Submitting My Nomination I Am Assigning It and Waiving All Rights to It. All content submitted with this Agreement, that is contained in the submission will become the sole property of CareerSafe upon submission. Nominee hereby assigns, transfers, and conveys all rights, titles, and interest in and to the submission, including all associated copyright and other intellectual property rights to CareerSafe in perpetuity. Nominee hereby waives all rights Nominee has or may have in their nomination or any element thereof. Nominee agrees to sign any additional documents of transfer requested by CareerSafe and/or any of its successors, assignees, transferees, or licensees evidencing this assignment and waiver of rights.
3. The Nomination is My Own Work and Has Not Been Given, Licensed, Assigned, or Published Before. Nominator represents and warrants that the entire Content of the submission is the original work solely of the Nominator. Nominator represents and warrants that the use, reproduction, display, and performance of the submission does not and will not violate any law and does not infringe upon or violate any intellectual property, privacy, publicity, or other right of any third party, and that the Content of the nomination has not been previously given, licensed, assigned, conveyed, or published. Nominator has not, prior to the date of nomination for this Contest, given, licensed, assigned, or submitted any portion of the Content to any third party or submitted the nomination to any other contest or website.
4. I Relinquish All Control Over Nominations. Nominator understands and expressly agrees that by assigning all rights, titles, and interests of the nomination to CareerSafe: (a) Nominator will have no further right or control over the Content of the nomination or any portion of the Content or nomination; (b) the nomination will be the exclusive property of CareerSafe in perpetuity; and (c) CareerSafe will have the exclusive right to use, reproduce, distribute, display, perform, edit, modify, combine with other materials or content, create derivative works from, exploit, assign, license, or transfer any portion of or all of the nomination to any third party, for any purpose, and without further compensation to or authorization from Nominator/Nominee or any third party. Upon submission, Nominator will have no further right to use, reproduce, distribute, display, perform, create derivative works from, or exploit in any manner the Content of the nomination without the express prior written consent of CareerSafe or its successors, assignees, or licensees, as applicable, regardless of whether CareerSafe or any successor, assignee, or licensee uses Nominator's/Nominee's nomination for any purpose.

Your information will be used for contest-related purposes only. We will maintain appropriate safeguards to ensure the security, integrity, and privacy of your personal data. We do not share personal data with other organizations for marketing or similar purposes.

5. No Further Payment or Consideration Will Be Paid to Me Other Than Judging My Entry According to Contest Rules. Nominator/Nominee understands that the only obligation of CareerSafe to Nominator/Nominee is to judge the nomination according to this Agreement and the standards or criteria for winning set forth in the Official Contest Rules. Unless Nominator's nomination is selected for a prize according to the Official Contest Rules, Nominee will not be entitled to, nor receive, any compensation for the nomination, regardless of whether or how the submission may be used or exploited by CareerSafe. Neither CareerSafe nor any assignee, licensee, or any other party affiliated with CareerSafe or the Contest will be obligated to use the nomination for any purpose.
6. CareerSafe May Use My Name and Picture. Nominator/Nominee expressly authorizes the collection, use, and disclosure of Nominator's/Nominee's name, voice, biography, image, likeness, signature, and other personal identification or personal information by CareerSafe (and its successors, licensees and assignees) in connection with Nominator's/Nominee's nomination and any promotion, marketing, or distribution of any product or service relating to the Contest, Nominator's/Nominee's nomination, or in connection with the business of CareerSafe (and/or its successors, licensees, and assignees). Nominator/Nominee waives all rights of privacy, publicity, or related rights or claims arising from the use of Nominator's/Nominee's name, image, voice, likeness, signature, performance, or any related right in connection with this Contest, Nominator's/Nominee's nomination, and all related activities, including the use, reproduction, display, performance, and creation of any derivatives based upon or including use of Nominator's/Nominee's name, image, voice, likeness, signature, or performance.
7. I Indemnify and Release CareerSafe and Its Successors and Assignees from Claims Relating to My Nomination and the Contest. Nominator/Nominee agrees to indemnify and hold harmless CareerSafe and its affiliated companies, together with each of their respective successors, assignees, licensees, and each of their respective officers, directors, agents, representatives, and employees from and against any and all claims, actions, damages, liabilities, losses, costs, and expenses of any kind (including, without limitation, attorneys' fees) which in any way arise out of or result from Nominator's/Nominee's breach of any of the representations, warranties, or other terms or conditions of this Agreement or any use of Nominator's/Nominee's nomination, name, image, likeness, or biography. Nominator/Nominee releases, discharges, and holds harmless CareerSafe and its affiliated companies, each of their respective successors, assignees, licensees, and each of their respective officers, directors, agents, representatives, and employees (collectively, the "Released Parties"), from any and all claims, actions, damages, liabilities, losses, costs, and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or by reason of this Agreement, the Contest or Entrant's submission including any use, exhibition, or other exploitation of Entrant's submission, name, image, likeness, or biography, or the exercise by CareerSafe or any other of the Released Parties of any of the rights granted by Entrant under this Agreement, on any legal theory (including copyright infringement, misappropriation, personal injury, rights of privacy and publicity, false light, defamation, intentional or negligent infliction of emotional distress, or breach of contract). Entrant waives any claims Entrant may have against the Released Parties or any other party based on any usage of the submission, including, without limitation, copyright infringement, misappropriation, personal injury, rights of privacy and publicity, false light, defamation, intentional or negligent infliction of emotional distress, or breach of contract. Entrant agrees that this release will be binding on Entrant and Entrant's legal representatives, heirs, and assignees. Entrant has read this release and is fully familiar with its contents. Entrant acknowledges that CareerSafe is relying upon this release in deciding to consider Entrant's submission for a prize, and, accordingly, Entrant irrevocably waives all rights to seek or obtain any injunctive or other equitable relief against any of the Released Parties.

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8. I Understand That I May Not Transfer My Rights and Obligations Under This Agreement. Nominator/Nominee acknowledges and agrees that Nominator/Nominee may not assign, transfer, license, or authorize any third party to undertake any of Nominator's/Nominee's rights or obligations under this Agreement without the express prior written consent of CareerSafe. Nominator/Nominee acknowledges and agrees that CareerSafe may assign, transfer, license, or authorize any third party to undertake any of its rights or obligations under this Agreement.
9. I Am Authorized and Eligible to Accept This Agreement and I Understand That This Agreement Might Be Enforced Away from My Home Town. Nominator/Nominee has full power and authority to enter into this Agreement and to grant CareerSafe all the rights included in this Agreement. If any provision of this Agreement and release is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary to effectuate the original intent of the parties, and this Agreement will otherwise remain in full force and effect. This Agreement will be deemed to have been made in, and will be construed pursuant to, the laws of the State of Texas and the United States without regard to conflict of laws provisions. Nominator/Nominee agrees that any claims or legal actions arising out of or relating to this Agreement, any nomination, or Nominator's/Nominee's use of our website will be commenced and maintained only in a state or federal court located in the State of Texas, and Nominator/Nominee submits to the jurisdiction and venue of any such court in connection with any such claim or action. Any amendments to this Agreement will be effective only if made in writing and signed by Entrant and CareerSafe (or any successor, assignee, or licensee of CareerSafe, as applicable). Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter in this Agreement.

THIS RELEASE PROVIDES CAREERSAFE WITH NOMINATOR'S/NOMINEE'S ABSOLUTE UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING CAREERSAFE TO PUBLICIZE AND COMMERCIALY EXPLOIT NOMINATOR'S/NOMINEE'S NAME, LIKENESS, AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING BELOW, NOMINATOR/NOMINEE ACKNOWLEDGES THAT NOMINATOR/NOMINEE HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS CONSENT AND RELEASE FROM LIABILITY AND THAT NOMINATOR/NOMINEE IS GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CAREERSAFE.

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I have read, understand, and agree to all the terms above, as well as the Official Contest Rules. I understand that by signing this Agreement I am effectively and irrevocably accepting this Agreement effective as of today's date, and that all rights relating to my submission will become the property of CareerSafe immediately upon submission.

NOMINATOR

Name: _____ Date: _____

Signature: _____ Phone #: _____

NOMINEE

Name: _____ Date: _____

Signature: _____ Phone #: _____

A minor (for these purposes, a person under 18 years of age) being nominated must receive their parent/legal guardian's permission and provide the signature, name, and daytime telephone number of said parent/legal guardian.

I represent and warrant that (a) I am the parent or legal guardian of the minor named above, (b) I have the legal right, power, and authority to consent to this Consent and Release from Liability on behalf of the minor and myself, and (c) I am at least 18 years of age. I have read, and I understand, this entire Consent and Release from Liability. By signing below, I hereby consent to and approve in all aspects the terms and conditions of this Consent and Release from Liability and the minor's execution of this Agreement and agree that both the minor and I shall be bound by all of its terms and conditions. I understand that this consent and approval is not revocable.

PARENT/GUARDIAN (if applicable)

Name: _____ Date: _____

Signature: _____ Phone #: _____

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