

**CONSENT TO PARTICIPATE, WAIVER AND RELEASE AGREEMENT**

**(Entity Participant)**

For good and valuable consideration, including allowing the entity named below (the "Entity") to participate in the TD Bank, N.A. ("TD") "Bring Change" initiative (the "Program"), the Entity, for itself and its successors and assigns, and on behalf of its participating personnel, hereby consents, covenants, and represents to TD and its affiliates, agents, successors and assigns as follows:

- Entity agrees to participate and cause its designated personnel to participate in the Program and to do all such things as may be reasonably requested by TD and its agents in connection with the Program, including sharing its relevant institutional information, providing or allowing photographs to be taken, and, through its designated personnel, appearing at Program events at dates and times reasonably requested by TD.
- Entity is validly existing and in good standing in its state of organization and is authorized to do business in the state in which this Program is being conducted;
- Entity and its officers and directors are not under suspension or debarment in any jurisdiction and are not subject to any pending criminal or administrative charges;
- Entity understands that TD may conduct due diligence with respect to Entity and its personnel and that TD reserves the right to discontinue Entity's participation in the Program in its sole discretion;
- Entity shall not, and shall not allow its personnel or representatives to, disparage the products, personnel, or services of TD;
- Entity hereby irrevocably grants TD permission and all necessary rights to film, record, copy, print, transcribe, and use its name and logo, institutional information, and the image, likeness, appearance, actions, voice, and statements of its personnel and representatives in any form or format, including a picture, photograph, recording, rendering, drawing, description, story, article, film, video, audio, digital or electronic file or combinations and compilations thereof (collectively, the "Images") in correlation to the 11/20/2015 Bring Change event taking place at the TD Bank Margate store location. Entity hereby grants to TD, irrevocably, worldwide and within a one (1) year timeframe, all right, title, and interest of every kind in and to the Images, including the entire copyright and all intellectual property rights in and to the works and materials comprising, derived from, or embodying the Images. Entity understands that this grant of rights, permission, and publicity release is intended to be as broad as the law allows, and Entity agrees to execute, and cause its personnel and representatives to execute, any further documentation to evidence such grant of rights as requested by TD;
- Entity understands and agrees that the Images may be used by TD for any commercial, promotional, advertising or other lawful purpose and may be edited, cropped, modified, combined, reproduced, translated, broadcast, displayed, published and presented (including with my name and town of residence) in public and in any and all media, whether now known or later developed, including, without limitation, public and in-branch posters, print, radio, television, mobile, internet, digital and social media;
- Entity acknowledges that TD's decision to use, the manner of use, or the decision not to use, the Images is at TD's sole discretion;
- Entity, for itself and its personnel and representatives, hereby waives any right to inspect, review, or approve the finished Images or printed or electronic works or materials that may be used in conjunction with the Images now or in the future and waives any right to royalties, payments, or compensation of any kind arising from or relating to the publication or use of the Images. There is no geographic limitation or restriction on TD's use of the Images;
- Entity shall ensure that each of its personnel and representatives that are the subject of or appear in any of the Images executes and delivers to TD a separate Consent and Release;
- Entity understands that if it is awarded any prize or payment in connection with the Program, Entity will be solely responsible for the payment of any taxes or assessments on the value thereof. Entity agrees to execute all documents as may be necessary for proper tax reporting.
- Entity and TD agree that this agreement can be severed by either party with 30 day's notice.
- ENTITY HEREBY RELEASES AND DISCHARGES TD AND ITS CORPORATE PARENTS, SUBSIDIARIES AND AFFILIATES, AND THEIR APPOINTED ADVERTISING AND PROMOTION AGENCIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "THE TD RELEASED PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, EXPENSES, COSTS, AND FEES (INCLUDING ATTORNEY FEES) WHATSOEVER THAT IT MAY

NOW OR HEREAFTER HAVE AGAINST THEM OR ANY OF THEM IN CONNECTION WITH THE PROGRAM, ENTITY'S PARTICIPATION IN THE PROGRAM (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE), AND ANY USE OR PUBLICATION OF THE IMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS OF INVASION OF PRIVACY OR DEFAMATION). ENTITY AGREES TO INDEMNIFY AND HOLD THE TD RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY ENTITY'S PERSONNEL AND REPRESENTATIVES ARISING FROM OR RELATING TO THE PROGRAM. THIS INDEMNITY, WAIVER AND RELEASE EXPRESSLY INCLUDES ANY CLAIMS ALLEGING THE NEGLIGENCE OF THE TD RELEASED PARTIES. ENTITY UNDERSTANDS THAT THIS WAIVER AND RELEASE IS INTENDED TO BE AS BROAD AS THE LAW ALLOWS.

This Agreement contains the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous communications, representations, and agreements. There are no other agreements, representations, or promises that are not specifically set forth in this Agreement. If any term or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, such term or provision shall be revised to most closely reflect the intent of this Agreement and the Agreement shall remain in force and effect.

Venue: This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

Waiver of Jury Trial: The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

**BY SIGNING THE ENTITY ACKNOWLEDGES THAT IT UNDERSTANDS AND AGREES TO THE ABOVE TERMS. THIS AGREEMENT CONTAINS A PUBLICITY RELEASE AND A WAIVER AND RELEASE OF CLAIMS.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF MARGATE**

\_\_\_\_\_  
Joanne Simone, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Douglas E. Smith, City Manager  
\_\_\_\_ day of \_\_\_\_\_, 2015

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk  
\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Eugene M. Steinfeld, City Attorney  
\_\_\_\_ day of \_\_\_\_\_, 2015