

## Consent, Release and Assignment

(Individual Parent/Guardian)

In consideration of the services of The Sing Me a Story Foundation ("Foundation") I, the undersigned, as the parent of the minor child whose name is indicated below (hereinafter "Minor") hereby grant permission to and agree with Foundation and its legal representatives, assigns, and those acting on its behalf, regarding the rights and obligations set forth in this Consent, Release and Assignment (this "Consent").

1. I represent that I am the parent or legal guardian of Minor, and I have the right to grant the rights and make the other agreements provided by this Consent. On behalf of the Minor and myself, I grant to Foundation and its licensees, successors and assigns, the irrevocable worldwide right to use the first name and age, and other non-identifying information, of Minor on Foundation's website and otherwise in connection with Foundation's purposes without royalty or other compensation, and at any time in any media without notice or review or approval. On behalf of Minor and myself, I hereby release Foundation and its licensees, successors and assigns from all claims related to copyright or publicity on account of such use. This right extends *only* to first name and age and other non-identifying information. Last name, illness, condition, address or other specific information with which Minor could be identified is *excluded* from this right.

2. Minor may write an essay, story or other writing, or produce some visual or other expression of creativity (any of the foregoing being a "Creative Expression"), in connection with Foundation's activities. If any Creative Expression is submitted to Foundation or otherwise published or presented to Foundation, in any format or medium whatsoever, it is subject to the terms of this Consent.

3. On behalf of Minor and myself, (i) I grant Foundation the right to edit, modify, reproduce and distribute the Creative Expression and all elements thereof in any and all media throughout the world in perpetuity without royalty or other compensation, or notification to us or any third party, and (ii) I do hereby waive any right to inspect or approve the use of the Creative Expression.

4. On behalf of Minor and myself, I hereby irrevocably grant, convey and assign to Foundation, in perpetuity, an undivided one hundred percent (100%) interest in all right, title, and interest that I and/or Minor may have throughout the world in the Creative Expression and any works derived therefrom embodied in any form or manner, and all world-wide copyrights and renewals and extensions therein under any present or future laws throughout the world, without royalty or other compensation, without restriction and royalty-free. Such rights include but are not limited any and all rights now or hereafter existing in all the Creative Works and any works derived therefrom, embodied in any form or manner, under and by virtue of any common law rights, the laws of the United States and the laws of any country, state, province and other jurisdiction throughout the world and all copyrights and renewals and extensions thereof.

5. To the extent any information regarding Minor is considered personal health information under The Health Insurance and Portability and Accountability Act ("HIPAA") and is disclosed or used in connection with any action permitted under the terms hereof, I do on behalf of myself and my child authorize and consent to Foundation's (and its successors' and assigns') disclosure or use of such information if limited as provided herein to Minor's 1<sup>st</sup> name, age and other non-identifying information.

6. Undersigned agrees that the value of Minor's participation in the Sing Me a Story program is a fair exchange for agreement to the terms of this Consent. On behalf of Minor and myself, should this Consent, Release and Assignment be challenged, or any other claim in connection with or relating to the terms hereof be brought or made by me, Minor or any of our successors and assigns, and such challenge or claim not prevail, in addition to any other relief Foundation shall be entitled to payment of its reasonable attorneys fees and courts costs by the non-prevailing party.

Date: 4/23/13

NAME OF MINOR CHILD: Chyna Robinson

Parent or Legal Guardian: Argretta Simon (Signature)

Print Name: Argretta Simon