

## ADA STEP OUT WALK RELEASE

Becton, Dickinson and Company ("BD") will be hosting, on its premises at 1 Becton Drive, Franklin Lakes, NJ 07417, the American Diabetes Association ("ADA") Step Out Walk on Sunday, September 27, 2015 (the "ADA Walk"). BD and ADA will be presenting certain images, videos and other materials for my comments, name and likeness to be recorded and included in videos, photographs and other media. I agree to keep such materials confidential and not share them with any other person or entity until such video or other media otherwise become public or publicly available.

For good and valuable consideration, receipt of which is hereby acknowledged, I, \_\_\_\_\_, do hereby consent to being videotaped and photographed by BD and ADA and give and grant to BD, ADA and their assigns, licensees, sponsors and legal representatives, the irrevocable right to use my name and likeness, including, without limitation, my image, voice, appearance, and performance whether recorded on or transferred to audio tape, audio file, videotape, video files, film, slides, photographs, portraits or other media, taken of, or conducted with, me in connection with the ADA Walk in all forms and media now existing or subsequently developed and in all manners (the "Product"), for advertising, trade or any other lawful purpose throughout the world, in perpetuity, and I waive any right to inspect or approve the finished version(s), including written copy that may be created and used in connection therewith. This grant includes, without limitation, the right to edit, mix, otherwise alter or duplicate and to use or re-use the Product in whole or part as BD or ADA may elect. I also grant to BD and ADA the right to quote and otherwise use and attribute to me, at its sole discretion, my oral or written statements, in all the manners described above. I hereby grant, and transfer to BD and ADA all rights, title, and interest in the Product, including without limitation the literary rights and copyright, and I acknowledge that I have no interest or ownership in the Product or its copyright. I also grant BD, ADA and their designees the right to broadcast, exhibit, market, sell and otherwise distribute the Product, either in whole or in parts, and either alone or with other products, for promotional, instructional and educational purposes, for commercial or non-commercial television or theater, closed-circuit exhibition, home video distribution or any other purpose that BD, ADA or their designees in their sole discretion may determine. This grant includes the right to use the Product for promoting or publicizing the Product itself or other products and services of BD and ADA.

**I HAVE READ AND FULLY UNDERSTAND THIS WAIVER FOR MYSELF AND ANYONE LEGALLY ACTING ON MY BEHALF, AND IN CONSIDERATION FOR MY PARTICIPATION IN THE ADA WALK, I HEREBY WAIVE AND RELEASE THE ADA, BD AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, VOLUNTEERS, AGENTS, SUCCESSORS AND ASSIGNS, AND ALL SPONSORS ("RELEASEES"), FROM ANY AND ALL CLAIMS, LIABILITIES OR CAUSES OF ACTION, WHETHER CAUSED BY RELEASEES' NEGLIGENCE OR OTHERWISE, INCLUDING WITHOUT LIMITATION DEATH, BODILY INJURY, PROPERTY DAMAGE, OR ANY OTHER LOSS, DAMAGE OR ANY INCONVENIENCE WHATSOEVER, ARISING FROM MY PARTICIPATION IN THIS EVENT ("CLAIMS"). ADDITIONALLY, I AGREE TO DEFEND, INDEMNIFY AND HOLD RELEASEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM MY PARTICIPATION IN THIS EVENT OR MY ACTS OR OMISSIONS OUTSIDE OF THE SCOPE OF MY RESPONSIBILITY OR AUTHORITY AS AN EVENT VOLUNTEER (IF APPLICABLE).**

I hereby authorize the ADA and/or BD to seek emergency medical treatment for the below mentioned individual who will be participating or volunteering for the ADA Walk. I hereby release and forever discharge the ADA and BD from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my activities with the ADA and BD. I acknowledge and assume all risks associated with this event as a participant or volunteer including but not limited to, falls, animal bites, food poisoning, accidental needle sticks, effects of weather, including heat and humidity, traffic, road and ground conditions and transportation to and from work sites. I hereby expressly and specifically assume the risk of injury or harm in the activities, and release the ADA and BD from all liability for injury, illness, death or property damage resulting from the activities.

I confirm that I have the right to enter into this Release, that I am not restricted by any commitments to third parties, and that BD and ADA have no financial commitment or obligations to me as a result of this Agreement. I hereby give all permissions, clearances, copyright and otherwise, for use of my name likeness, image, voice, appearance and performance embodied in the Product. I hereby release and indemnify BD, ADA and their respective officers, employees, agents and designees from all claims and liability, whether known or unknown, arising out of or in any way connected with the above granted uses and representations, including, but not limited to, those relating to the use of my image, voice, words, and actions as set forth above. I agree that BD and ADA are to the sole owners of all rights and copyright holder of the videotapes, audio tapes and photographs of myself for all purposes set forth herein. I understand that I will receive no financial compensation for BD's and ADA's use of videotapes, audio tapes and photographs of myself. The rights granted to BD and ADA herein are perpetual and worldwide.

I have read this release and am completely familiar with its contents.

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
(If under 18 years of age, signature of  
parent or guardian is required)  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

**Walker #**

**Last Name (print)**

**First Name(print)**