



APOLLO GROUP, INC. CONSENT AND RELEASE FORM

1. For valuable consideration, the sufficiency of which is hereby acknowledged, I hereby grant to Apollo Group, Inc., its subsidiaries, agents, and others working for it on its behalf or at its direction and their respective licensees, successors, and assigns (herein collectively called the "Licensed Parties") the absolute right and permission to use, exhibit, exploit, record, publish, broadcast, and copyright, in whole or in part, in all countries in the world, my: voice, biographical information, academic or promotional submissions (including scholarship application information), educational record information, endorsement/testimonial, picture and likeness, or any material based upon or derived therefrom, or to refrain from so doing, in any manner or media whatsoever (whether now existing or hereafter created, including without limitation, television, radio, and other electronic and computer marketing, print media, and direct mail marketing), without geographical or other limitation, for any educational, advertising or promotional purpose.
2. I further agree that any such use, recording, publication, or broadcast of my: voice, academic or promotional submissions, endorsement/testimonial, picture or likeness of me, and any material based upon or derived therefrom, in any manner or media, is owned by Licensed Parties. If I should receive any print, negative, or other copy, I shall not authorize its use by anyone else.
3. I represent and warrant that I own all intellectual property rights (including but not limited to copyright and trademark rights) in any picture(s) or material(s) that I submit to the Licensed Parties and that no other third party releases are necessary. In the event I submit a picture(s) or other material(s) owned by a third party to the Licensed Parties, I shall provide all necessary third-party releases to the Licensed Parties. Said third-party releases shall grant to the Licensed Parties all rights set forth in this agreement. The Licensed Parties shall have the right in its sole discretion to deny any publication of said picture or materials. Furthermore, I acknowledge that any picture or materials submitted are not guaranteed for use by the Licensed Parties.
4. I shall have no right of approval, no claim to additional compensation, and no claim (including without limitation, claims based upon invasion of privacy, defamation, or right of publicity and claims arising out of equity) arising out of any use, alteration, distortion, or illusionary effect, or use in any composite form. In no event shall I have the right to enjoin the Licensed Parties use, broadcast, copyright, publication, exhibition, or exploitation in any other manner, as specified in this Consent and Release Form.
5. I agree that this release does not in any way conflict with any existing commitment on my part. I have not heretofore authorized (which authority is still in effect), nor will I authorize or permit without the Licensed Parties express written permission the use of my: voice, biographical information, academic or promotional submissions, endorsement/testimonial, picture, or likeness in connection with the advertising or promotion of any other educational service if such authorization or permission is in conflict or inconsistent with the terms of this Consent and Release Form.
6. If I have given any endorsement/testimonial, it represents my current honest opinions, findings, or experience. To the extent that I suggest I have used the educational services of a particular entity, I have in fact so used them. To the extent that I suggest I express a preference over other similar educational services, I do in fact prefer them. I agree to immediately notify you of any change in my expressed views or preferences, or if I cease to be able to endorse.
7. I agree to defend and hold the Licensed Parties harmless from and against any and all claims, demands, suits, losses, liabilities, judgments, costs, expenses (including without limitation court costs, litigation expenses, and reasonable attorneys' fees), and causes of action of any kind against the Licensed Parties as a result of any material breach of any representation made herein in this Consent and Release Form and/or resulting from any intellectual property violation including but not limited to any copyright infringement or alleged copyright infringement regarding pictures and materials that I have provided to the Licensed Parties.
8. This Consent and Release Form may be executed by facsimile. Said facsimile shall be deemed an original and shall be enforceable and fully admissible in any legal proceeding.
9. This Consent and Release Form shall be governed by and construed in accordance with the laws of the State of Arizona and the United States of America without reference to conflict of laws principles. The Superior Court of Maricopa County and/or the United States District Court for the District of Arizona shall have exclusive jurisdiction and venue over all controversies in connection with this Consent, and each party irrevocably consents to such exclusive and personal jurisdiction and venue.

NAME OF SCHOLARSHIP PROGRAM TO WHICH YOU ARE APPLYING:

Signature: _____ Date: _____

Print name: _____ Phone number: _____

Address: _____

Email address: _____

GUARDIAN'S CONSENT

If signatory is under 21, the Parent or Legal Guardian must also sign below to signify agreement:

Signature of parent/guardian: _____ Date: _____

Address, if different from applicant: _____

Phone number: _____