

## CONSENT, RELEASE AND HOLD HARMLESS AGREEMENT (this "Agreement")

To: Disney Vacation Development, Inc. ("You" or "Your")  
1851 Community Drive  
Lake Buena Vista, FL 32830

Knowing You will incur substantial expense in reliance upon this Consent, Release and Hold Harmless (this "**Consent**") in connection with Your photographing, audio, video and/or film recordings produced by or involving You and/or any of Your affiliated companies (collectively, "**Disney**") and for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned ("**we**" or "**us**") grant, on behalf of ourselves and our minor children identified below ("**our children**"), to Disney the right to photograph, film, tape and/or record our and our children's likenesses, voices and appearances and the right to display, use, reuse, broadcast, rebroadcast, publish, and/or republish photographs of us and our children ("**Photography**"), audio, video and/or film recordings of our and our children's physical likenesses, voices and appearances (the "**Audio and Visual Recordings**"), which Photography, Audio and Visual Recordings may include a commercial production, a testimony or story of our involvement with Disney Vacation Club or Disney Vacation Club resorts, submitted by us to Disney or produced or created by Disney. We grant (and represent and warrant that we have the right to grant on behalf of ourselves and our children) to Disney, and their successors and assigns, including without limitation any third party that any of them may authorize, the right to display, use, reuse, broadcast, rebroadcast, publish, and/or republish our and our children's names, likenesses and/or biographies as well as any Photography and/or Audio and Visual Recordings and/or any testimonial made by or story told by us or our children in connection with our involvement with Disney Vacation Club, as Disney may desire, in all media, whether now known or hereafter devised, throughout the universe in perpetuity or the maximum period permitted by applicable law (including, without limitation, in motion pictures, films, newspapers, magazines, on radio systems, basic cable, free and paid television systems worldwide, video-on-demand, and all supplemental market uses, video cassette, DVD, and/or video disk exploitations and on the Internet, online webcasts and Podcasts) and in all forms including digitized images, whether for advertising or promotional purposes or for any other commercial or other purpose whatsoever, without further compensation to us or any limitation whatsoever. We hereby further agree that Disney's permission to use any of the foregoing shall include the right without our prior consent to edit, alter or otherwise modify any of the foregoing as Disney shall see fit. We acknowledge that all such Photography and/or Audio and Visual Recordings shall be a work for hire and Disney shall be deemed the sole owner of any copyrights therein. If, however, the work is deemed not to be a work made for hire by a court of competent jurisdiction, then this Agreement shall constitute an irrevocable assignment to Disney of the worldwide copyright in the work. We understand that Disney is not under any obligation to exercise any of its rights, licenses and privileges herein granted.

This Agreement shall be binding upon us, our children and our heirs, personal representatives and assigns. We hereby release, on behalf of ourselves and our children, Disney from all claims, demands, liabilities, damages, costs and expenses (including, but not limited to, attorneys' fees and fees of other professionals) that we may now or hereafter have against Disney arising in connection with your use of our likenesses, voices, sounds and/or statements in the Photography and Audio and Visual Recordings, as the case may be, and your exercise of the rights hereby granted, including, without limitation, claims for compensation, defamation, or invasion of privacy or other claims for infringement or violation of personal or property rights of any sort whatsoever. In addition, to the extent permitted by applicable law, we agree to indemnify Disney for any liabilities, claims, actions, damages, costs or expenses (including, but not limited to, attorneys' fees and fees of other professionals) if this Agreement is disavowed by any of our children.

This Consent shall be governed by and construed under the laws of the State of Florida without regard to conflicts of laws principles. Venue for any legal action arising out of or in connection with this Consent shall be in Orange County, Florida, and jurisdiction shall be vested exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida or, if appropriate, in the Federal District Court for the Middle District of Florida, Orlando Division, and We waive our rights to a trial by jury.

This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all previous agreements among the parties, whether written or oral, with respect to such subject matter. We certify that (1) we are 18 years of age or older; (2) we are the legal guardians of the minor children identified below; and (3) we consent and agree to the all of the foregoing on behalf of ourselves and our minor children identified below.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

### MINOR CHILDREN:

**A parent or legal guardian must sign for minor children (i.e., subject is under 18 years of age). Please list each minor appearing in the photo below.**

\_\_\_\_\_  
Print Minor's Name

\_\_\_\_\_  
Print Minor's Name

\_\_\_\_\_  
Print Minor's Name

**Make copies of this form if needed; however, each signature must be an actual ink signature. No photocopied signatures will be accepted.**