



## **MEDIA WAIVER AND RELEASE**

Whereas, South Jersey Industries, (the “Producer”) is engaged in a marketing/advertising initiative (the “Media Event”); and

Whereas, I, \_\_\_\_\_, the undersigned have agreed to appear in the Media Event; and

Whereas, I understand that my voice, name, and image will be photographed, recorded and/or reproduced by various mechanical and electrical means of all descriptions (such recordings, photographs, images, any piece thereof, the contents therein and all reproduction thereof, along with the utilization of my name, shall be collectively referred to herein as the “Released Subject Matter”);

I hereby freely, and without restraint, consent to, and give unto the Producer and its agents or assigns, or anyone authorized by the Producer, (collectively referred to herein as the “Releasees”), the unrestrained right in perpetuity to own, utilize, or alter the Released Subject Matter, in any manner the Releasees may see fit and for any purpose whatsoever, all of the foregoing to be without limitation of any kind. Without limiting the generality of the foregoing, I hereby authorize the Releasees and grant unto them the unrestrained rights to utilize the Released Subject Matter in connection with the Media Event’s advertising, publicity, public displays, and exhibitions. I hereby stipulate that the Released Subject Matter is the property of the Producer to do with as it will. I hereby waive to the fullest extent that I may lawfully do so, any causes in law or equity I may have, or may hereafter acquire against the Releasees for libel, slander, invasion of privacy, copyright or trademark violation, right of publicity, or false light arising out of or in connection with the utilization by the Releasees or another of the Released Subject Matter.

It is my intention that the above mentioned consideration represents the sole compensation that I am entitled to receive in connection with any and all usages of the Released Subject Matter. I expressly stipulate that the Releasees may utilize the Released Subject Matter, or not, as they choose in their sole discretion without affecting the validity of this Release.

If accompanied by any minor children, I hereby represent and warrant to SJI that (a) I am the parent or lawful guardian of any minor children accompanying me at the Media Event or (b) I have been duly authorized by the parent or lawful guardian of said minor children to have them participate in Media Event and for me to exercise supervision and control over said minor children while doing so. I will at all times keep said minor children under my direct supervision and control and will cause them to comply with all rules of the Media Event and specific guidelines. Any statements I have made in the foregoing liability waiver on my own behalf are also being made by me on behalf of any minors accompanying me.

**In signing this release, which consists of two (2) pages, I hereby certify that I am over the age of eighteen, and acknowledge and agree that I have read the document in full, that I understand that I am waiving certain legal rights, and that I sign it voluntarily. This document constitutes the entire agreement, and any oral representations, statements or inducements apart from the foregoing written document shall not be considered a part of this agreement.**

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**Print Name**

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**Signature**

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**Address/Phone Number**

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**Date**

*(If under 18)*

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**Print Name of Guardian**

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**Guardian's Signature**

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**Address/Phone Number**

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**Date**