

**SUBARU OF AMERICA, INC. APPEARANCE RELEASE FORM**

**THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS AND RESPONSIBILITIES**  
**PLEASE READ IT CAREFULLY BEFORE SIGNING**

This Release is made to allow Subaru of America, Inc., its parent, subsidiary, retailers and affiliated companies (or any authorized entity or individual acting on such entity's behalf), Operation Warm, and each of their respective permitted successors, assigns and licensees (collectively, "**SOA Parties**") to film, photograph and otherwise record or use my name, voice, likeness, appearance, actions, voice, conversations and characteristics/mannerisms (collectively, my "**Appearance**") in connection with the Subaru Loves to Help Gifting Event and use such Appearance as set forth herein.

1. **GRANT OF RIGHTS.** For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, I acknowledge and agree that the SOA Parties shall be the exclusive owner of all copyright and other rights in and to such Appearance, which shall be deemed a work-made-for-hire specifically ordered and/or commissioned by the SOA Parties, and I hereby irrevocably and unconditionally grant to the SOA Parties the right (but not the obligation) to utilize (or allow others the right to utilize) my Appearance and any and all information supplied by or about me, including biographical information and/or other materials I may provide, as well as other information the SOA Parties may have received from other sources, in connection with the marketing, advertising (including paid advertisements) and promotion of the SOA Parties (including, but not limited to, its business, brand, activities and products) by any and all means, media, devices, processes and technology now known or hereafter devised throughout the universe in perpetuity ("**Granted Rights**"). I agree that any interviews, testimonials or other statements I make in the Appearance or in writing reflect my current honest and truthful opinions, findings or experience. Without limiting the generality of the foregoing, the SOA Parties shall have the right to add to, subtract from, create derivative works based on, change, revise, rearrange or otherwise edit the Appearance. I hereby waive any "moral rights" I may have in or to the Appearance. The SOA Parties shall have no obligation to use the Appearance, but may do so without any payment to myself or any other person or entity.
2. **REPRESENTATIONS AND WARRANTIES.** I represent and warrant that: (i) I am free to enter into this appearance release (the "**Release**") and grant the rights being granted hereunder; (ii) the exercise by the SOA Parties of the Granted Rights shall not violate or infringe upon any rights of any person or entity; and (iii) my birthday is \_\_\_\_/\_\_\_\_/\_\_\_\_.
3. **LIABILITY RELEASE.** To the maximum extent permitted by law, I hereby release the SOA Parties, its successors, assignees and licensees and each of their respective parents, subsidiaries and affiliated companies (all such individuals and entities collectively referred to as the "**Released Parties**") from any claim of any kind or nature whatsoever arising from the use of the Appearance including, without limitation, any and all claims, demands, or liabilities for invasion of privacy, infringement of my right of publicity, defamation (including libel and slander) and any other personal and/or property rights (collectively, the "**Released Matters**"). I intend and agree that this Release shall be effective as a full and final accord and satisfaction and general release of and from all Released Matters. In connection with this waiver, I acknowledge that I am aware that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which I now know or believe to be true, with respect to the subject matter of this Release. Nevertheless, I intend by this Agreement to release fully, finally and forever all Released Matters under this Release. In furtherance of such intention, the releases set forth in this Agreement shall be and shall remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different claims or facts relevant hereto.
4. **APPLICABLE LAW.** All controversies or questions with respect to this Release shall be determined in accordance with New Jersey law without regard to conflict or choice of law principles. Exclusive legal jurisdiction and venue over any dispute arising between the parties shall be in the courts of Camden County, New Jersey.
5. **MISCELLANEOUS.** This Release contains the full and complete understanding between us with respect to the Appearance and cannot be modified except by a writing signed by the SOA Parties. The illegality, invalidity or

unenforceability of any provision of this Release shall in no way affect the validity or enforceability of the remainder of this Release, which shall be enforced to the maximum extent permitted by law.

6. COVID 19 Notice. The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact but also sometimes via aerosols. As a result, and given that during the course of the event I may at times physically interact with or occupy the same physical space(s) as the SOA Parties employees and agents as well as the public or other third parties, I agree to follow the strictest protocols and procedures recommended by federal, state, and local governments and federal and state health agencies to reduce the risk of the spread of Covid-19. I further agree as follows:

- (a) I shall notify the Subaru of America, Inc. **as soon as practicable but in no later than 24 hours** if I know or reasonably suspect that:
  - i. An SOA Parties' employee or agent was in contact with an individual who has tested positive for Covid-19 in the 14-day period prior to the date the infected individual took the test.
  - ii. An SOA Parties' employee or agent was present, within a 24-hour period, in the same physical space as an individual who has tested positive for Covid-19 in the 14-day period prior to the date the infected individual took the test (even if they did not occupy the space at the same time within that 24-hour period); or
  - iii. I came into close contact with any third party or member of the public in the 14-day period prior to the date the infected person took the test. "Close contact" for purpose of this subparagraph (c) means the infected individual was within 6 feet of another individual for 15 minutes or more over the course of 24 hours.
- (b) In the event these notice obligations are triggered under the terms of this Paragraph, I agree to fully cooperate with the SOA Parties and to share all information reasonably requested by the SOA Parties for the purpose of taking any appropriate and necessary steps to prevent the further spread of Covid-19.
- (c) Should I fail to comply with any of the obligations set forth above, the SOA Parties reserve the right to seek any and all additional legal or equitable remedies which may available to the SOA Parties.

I have read this entire Release and fully understand its contents. I am signing this Release and participating in the Appearance voluntarily, without any duress or undue influence.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone : \_\_\_\_\_

Print Name: \_\_\_\_\_ Address: \_\_\_\_\_

If participant is under eighteen years of age: I represent and warrant that I am the parent or guardian of the minor whose name appears above, I acknowledge that I have read the foregoing Release and am familiar with each and all of the terms contained therein, I am satisfied that the Release is fair and equitable, and I hereby give my express consent to its execution by my child/ward and will not revoke my consent at any time. I hereby release the Released Parties as defined in Paragraph 3 above from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee the performance of my child's/ward's obligations and the grant of rights in and to the results and proceeds of my child's/ward's activities as set forth above.

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_