

The Ontario Horticultural Association Media Consent, Grant, Release and Indemnity ("Agreement")

1. Media Consent

I, the undersigned, hereby give my consent to the Ontario Horticultural Association ("OHA") and/or its agents to use my image and likeness, either alone or with others, and/or any interview or presentation statements from myself in any form of media whatsoever in accordance with the provisions of this Agreement. This consent includes, but is not limited to:

- a) Permission to interview, film, photograph, tape, or otherwise make a video reproduction of me/or record my voice;
- b) Permission to use my name and biographical information; and
- c) Permission to use quotes from the interview(s) (or excerpts of such quotes), the film(s), photograph(s), tape(s) or reproduction(s) of myself, and/or recording of my voice, in whole or in part in any form of media, including but not limited to any print media publications, television, radio and electronic media (including the internet and/or social media), and/or in mailings, flyers, brochures, posters or other materials.

This media consent is irrevocable, worldwide and given in perpetuity.

2. Media Grant and Release

I hereby grant to OHA all right, title and interest in any and all photographic images and video or audio recordings of myself made by OHA and/or its agents, or submitted by me, either alone or with others. I, personally and on behalf of my personal representatives, spouse, assigns, heirs and next of kin, waive any and all rights, including intellectual property rights, copyright, moral rights and privacy rights, I have in the photographic images and video or audio recordings made by OHA or its agents, or submitted by me. I understand and agree that OHA and its agents may use, modify, edit and/or publish in any form of media photographic images and or video or audio recordings or portions thereof as OHA considers appropriate, without any form of compensation or other remuneration.

3. Privacy and Personal Information

I understand that my personal information, including photographic images, video or audio recordings and any other information provided by me to OHA ("Personal Information"), is being collected by OHA for promotion, informational, marketing, advertisement and communications purposes and may, without limitation, be featured, presented or posted on OHA's website or related social media accounts online, in print advertising, and in Trillium Magazine (the "Purposes"). I consent to my Personal Information being used for the Purposes. Although OHA is located and operates programs and activities in Canada, some or all of my Personal Information that it collects may be transferred to jurisdictions outside of Canada for processing or storage by trusted third parties. I understand that my Personal Information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions according to laws in those jurisdictions. I consent to any of my Personal Information being stored, accessed or disclosed outside of Canada.

4. Indemnity

I hereby warrant that any photographic images, video or audio recordings which I submit to OHA for its use in accordance with this Agreement do not violate any legal rights, including but not limited to intellectual property and copyrights of any individual or entity, and in the event of any such violation I shall indemnify and hold harmless OHA, its agents, successors and assigns from and against any claims, demands, proceedings and costs arising from any such violation, to the full extent permitted by law.

5. Governing Law

I understand and agree that this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, Canada. Any action, proceeding or litigation concerning this Agreement may only be brought in the court of competent jurisdiction in the Province of Ontario, Canada.

I acknowledge that I have carefully read this Agreement, and fully understand its contents and binding effect. I represent and warrant that I am signing this Agreement knowingly, voluntarily and of my own free will, that I am at least 18 years of age, am of sound mind, and possess full legal capacity to enter into this Agreement.

Date: _____

Name: _____

Witness: _____

Address: _____

Address: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

Signature: _____

Signature: _____

If under 18 years of age: Parent or Guardian Agreement:

I have read, understood and agreed to the foregoing. I represent and warrant that I am the parent or legal guardian of the individual named in the above Release who is a minor and that I am entitled and authorized to sign this Release and grant the rights granted hereunder to you. I indemnify OHA, its agents, successors and assigns against any loss or claim if the minor disavows the Release at any time.

Signature: _____

Witness Signature: _____

Name (Print): _____

Witness Name: _____