



## AUTHORIZATION & RELEASE FOR USE OF LIKENESS

By means of this AUTHORIZATION & RELEASE FOR USE OF LIKENESS (this “**Release**”), the undersigned educator (“**Educator**”) hereby agrees to the following terms, conditions, and releases in connection with the Educator’s use of the Viewpoint online SaaS platform and its related solutions (the “**SaaS Platform**”), which is offered by SVS-UMCHGN-1 Inc., a Utah corporation (“**ViewPoint**”), according to the Master Services Agreement (“**MSA**”) set forth on ViewPoint’s website (available at <https://viewpointsims.com/master-services-agreement/>).

1. **Authorization for Use of Likeness.** By execution of this Release, Educator acknowledges and agrees that ViewPoint is expressly authorized to undertake the following actions in furtherance of the features of the SaaS Platform: (i) record Educator’s likeness, appearance, statements, voice, teaching simulations, and class lectures through photographs, videos, online recordings on the SaaS Platform, or any other media or presentation format (collectively, “**Recordings**”); (ii) use and depict Educator’s name, appearance, likeness, and voice in connection with these Recordings; (iii) revise, annotate, edit, create derivative recordings, and otherwise reasonably modify the Recordings, including for general use as case studies or marketing materials on the SaaS Platform; (iv) distribute the Recordings (and Educator’s likeness and appearance therein) in whole or in part for any informational, promotional, educational, or other reasonable commercial purposes of ViewPoint, doing so through any format or medium ViewPoint sees fit to implement.

2. **Responsibility for FERPA Consents.** In furtherance of the authorizations above, Educator understands that Educator is responsible for ensuring that any Recordings Educator may create on or upload to the SaaS Platform (or otherwise retain in any digital medium) comply with applicable local, state, and federal laws, rules, and regulations, including the Family Educational Rights and Privacy Act (“**FERPA**”), which is set forth in 20 U.S.C. § 1232g. In particular, if Educator will directly depict students in the Recordings in a manner that focuses on any particular student or students, Educator is responsible for giving notice to and obtaining permission from all students or educational participants (or their guardians, depending on age of the students) because such Recordings may be considered “Education Records” under FERPA. For convenience, ViewPoint offers a form of student consent and release at: [\[insert link\]](#); however, ViewPoint does not accept or assume any responsibility for Educator’s use of such form, as it is provided for convenience only, and Educator remains responsible for obtaining student permissions for Recordings in all instances.

3. **General Release.** IN CONSIDERATION OF THE UNIQUE FEATURES ACCESSIBLE TO EDUCATOR ON THE SAAS PLATFORM, EDUCATOR HEREBY RELEASES VIEWPOINT, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, LICENSORS, AND AFFILIATES, FROM ANY AND ALL CLAIMS OF ANY NATURE WHATSOEVER WHICH EDUCATOR PRESENTLY HAS OR MAY SEEK TO RAISE AFTER EXECUTION OF THIS RELEASE IN CONNECTION WITH VIEWPOINT’S USE OF THE RECORDINGS AND THE AUTHORIZATIONS ABOVE. THE RELEASE UNDER THIS SECTION INCLUDES, BUT IS NOT LIMITED TO, CLAIMS OR CAUSES OF ACTION BASED ON DEFAMATION, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT, INFRINGEMENT ON EDUCATOR’S RIGHT OF PRIVACY (INCLUDING

EXPLOITATION OF EDUCATOR'S LIKENESS FOR COMMERCIAL USE), OR OF EDUCATOR'S OTHER RIGHTS RELATED TO THE RECORDINGS AND LIKENESS AND STATEMENTS THEREIN.

4. **Other General Terms.** Educator acknowledges that this Release is governed by Utah law and is a legally binding agreement with ViewPoint regardless of the manner of execution or distribution (including if completed through digital execution or click-through means). This Release, including Educator's authorizations and release statements above, shall be subject in all respects to the other binding provisions set forth in ViewPoint's MSA; and in the event of any conflict between the MSA and this Release, this Release shall only control with respect to the Recordings.

*[Signature page follows]*

**ACCEPTED, CONSENTED, AND AGREED TO BY EDUCATOR AS OF THE DATE SET FORTH BELOW:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_