

Dear Parent or Guardian,

Everyone is excited that your child's video was submitted to the I Am EM-Powered! Public Service Announcement program sponsored by PSEG Long Island. No one can better speak for energy conservation and efficiency for the future than our children.

PSEG Long Island and others involved in the program may wish to use your child's video to celebrate and inspire others to conserve energy. Please sign the Affidavit for Publicity Release below which provides permission for your child's video to be used for public outreach efforts, advertising and related purposes.

Thank you.

### **AFFIDAVIT FOR PUBLICITY RELEASE**

I, \_\_\_\_\_, the parent or legal guardian of \_\_\_\_\_, am submitting this affidavit to PSEG Long Island, LLC ("Sponsor") with the understanding that Sponsor and Released Parties (as defined below) will rely upon it in connection with my child's submission for the I am EM-Powered! Public Service Announcement Student Program (the "Program").

1. I hereby affirm that (i) my child is a student in the \_\_\_\_ grade at \_\_\_\_\_, which is a school program in Suffolk County, Nassau County, or the Rockaways, NY; (ii) I and my child are legal residents of the United States, and (iii) we reside at \_\_\_\_\_.

2. I certify that my child's submission is original, and that Sponsor's or Released Parties' use of my child's submission will not violate any rights of any other person or entity, including, without limitation, any copyright rights.

3. I hereby waive and release, for myself, my spouse, my child and for our heirs, executors and administrators, any and all rights, claims and causes of action whatsoever that any of us may have against Sponsor and Released Parties, as defined herein. For purposes of this waiver and release, "Released Parties" include Sponsor, the program manager D. Barrett Associates (the "Program Manager"), their respective parents, subsidiaries, affiliates, assigns, officers, directors, owners and employees, advertising and promotional agencies and their respective officers, directors, partners, owners and employees. This waiver and release covers, without limitation, any damage, liability, costs, attorneys' fees and expenses whatsoever arising directly or indirectly out of the Program, my child's participation in the Program, my child's submission, or Sponsor's or Program Manager's use of my child's submission, and includes, without limitation, claims based on personal injury, property damage, copyright infringement, libel, slander, defamation, invasion of privacy/publicity, portrayal in a false light and any claim relating to the exercise of the rights granted in Section 4, below.

4. I hereby grant to Sponsor a royalty-free and irrevocable right and license to publish, print, edit, display, broadcast or otherwise use the my child's submission in whole or in part, for any purpose and in any manner or media throughout the world in perpetuity, and to license others to do so, all without limitation or further compensation. I hereby grant to Sponsor, the Program Manager and their affiliates and advertising, promotion and production agencies, and their respective assigns, the absolute right and permission to use my child's name, photograph and/or likeness in any and all advertising and promotional materials, in any manner or media whatsoever, for purposes of advertising, trade or promotion. I

acknowledge and agree that I and my child shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, or distortion of my child's name, photograph or likeness.

5. I further agree and covenant that I will not on behalf of myself or my child file suit or authorize anyone else to file suit in connection with any claims that I or my child may have against the Released Parties arising out of any bodily or personal injury to my child or his/her property as a result of my child's participation in the Program. I agree to indemnify, defend and hold harmless the Sponsor and the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising directly or indirectly out of the Program, my child's participation in the Program, my child's submission, and/or Sponsor's or Program Manager's use of my child's submission.

6. Please mark yes or no with regard to this statement: I further consent to any request that Sponsor may make to interview me and/or my child in connection with Sponsor's use of my child's submission and to record the audio and/or video of such interview. The provisions of this Affidavit of Release also apply to the interview and Sponsor's use of any recording of the audio and/or video of such interview.

Yes  No

**I CERTIFY THAT I HAVE READ THE FOREGOING AFFIDAVIT FOR PUBLICITY RELEASE PRIOR TO ITS EXECUTION AND THAT I FULLY UNDERSTAND ITS CONTENTS. I FURTHER CERTIFY THAT THE STATEMENTS I HAVE MADE IN THIS AFFIDAVIT ARE TRUE AND OF MY OWN PERSONAL KNOWLEDGE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone