

Freedom in Education
250TH ANNIVERSARY ART & WRITING COMPETITION
CONSENT, RELEASE, AND LICENSE AGREEMENT

For purposes of this Consent, Release, and License Agreement (the “Agreement”), (i) if the above-named participant has reached the Age of Majority (as defined below), “I” and “Participant” refer to the above-named participant signing on his or her own behalf; and (ii) if the above-named participant has not reached the Age of Majority, “I” refers to the parent or legal guardian signing on behalf of the minor participant, and “Participant” refers to the minor participant. For purposes of this Agreement, “Age of Majority” means the legal age of majority in the above-named participant’s state of domicile.

In consideration of the above-named participant (the “Participant”) being permitted to enter and participate in the 250th Anniversary Art & Writing Competition (the “Competition”) and any related activities sponsored or administered by Freedom in Education Corporation, a Georgia nonprofit corporation (“FIE”), I hereby acknowledge and agree that the opportunity to participate in the Competition and to be considered for awards constitutes good and sufficient consideration for this Agreement. I further acknowledge that this Agreement includes, among other provisions, releases of certain claims and grants of rights, including intellectual property and publicity rights, that might otherwise be asserted, and I voluntarily and knowingly agree to be bound by its terms on my own behalf if Participant has reached the Age of Majority, or on behalf of myself and the Participant if Participant has not reached the Age of Majority.

- 1. Consent to Participate.** I, on behalf of myself and Participant, hereby consent to Participant’s participation in the Competition, or if Participant has reached the Age of Majority, I consent to my own participation in the Competition. I represent that if Participant has not reached the Age of Majority, I have full legal authority to execute this Agreement on behalf of the Participant. I agree that I, or if the Participant has not reached the Age of Majority, that the Participant and I, will comply with all official competition rules, which are provided below and incorporated herein by reference (“Official Rules”).
- 2. Agreement to Official Rules.** I acknowledge that I have read and understand the Official Rules. I agree to be bound by those rules and by the decisions of FIE and its judges, which shall be final and binding.
- 3. Prize Payments and Tax Responsibility.** I understand and agree that:
 - (i) Any cash prize awarded in connection with the Competition is taxable income under applicable federal and state law.
 - (ii) FIE may issue appropriate tax reporting documentation (including IRS Form 1099-MISC) to the recipient if required by law.
 - (iii) I am solely responsible for providing accurate taxpayer identification information, determining and satisfying any federal, state, or local tax obligations arising from receipt of a prize.

- (iv) FIE does not provide tax advice and makes no representations regarding tax consequences and encourages consultation with a tax advisor.

If a prize is awarded, I agree to execute the Prize Acceptance and Tax Acknowledgment Agreement provided by FIE and provide any required taxpayer identification information necessary for lawful reporting prior to receiving the prize. I acknowledge and agree that execution of such agreement and timely provision of all required information are express conditions precedent to receipt of any prize, and that no prize will be issued unless and until these requirements are satisfied in full.

4. Publicity and Media Release; Ownership of Works. For the purposes of this Agreement, “Participant’s Representatives” means, collectively, the Participant’s parents, legal guardians, heirs, executors, administrators, successors, and assigns, and any other person or entity who may now or in the future assert any rights, claims, or interests on behalf of or derivatively from the Participant. I hereby grant to FIE, its subsidiaries, affiliates, and authorized representatives the right and permission to use, without additional compensation or notice, Participant’s name, school, grade level, photograph, film, record, or otherwise capture the Participant’s likeness, image, and/or voice in connection with the Competition. I further, on behalf of myself and Participant’s Representatives, hereby irrevocably assigns, transfers, and conveys to FIE (and, as applicable, its successors and assigns) exclusively and in perpetuity, all right, title, and interest, including all copyrights and other intellectual property rights, throughout the world, in and to any and all photographs, films, recordings, or other media of any kind taken or captured in connection with the Competition that depict or contain Participant’s name, photograph, image, voice, likeness, and/or any identifiable attributes, in whole or in part, in any media (collectively, the “Works”). To the extent any moral rights, rights of attribution or integrity, or similar rights may exist in the Works, I hereby waive such rights to the fullest extent permitted by applicable law and, to the extent not waivable, I hereby irrevocably consent to any act or omission by FIE that would otherwise infringe such rights. Without limiting the foregoing ownership grant, FIE shall have the unrestricted right to use, reproduce, publish, distribute, display, publicly perform, create derivative works from, and otherwise exploit the Works, in whole or in part, in any media now known or later developed, for development or charitable solicitation, promoting the Competition or similar events, advertising, educational purposes, publication in print or digital books (including print or digital books sold by FIE in furtherance of its tax exempt purposes), compilations, anthologies, trade, and any other lawful purposes, without further notification, inspection, or approval and with no additional compensation to the Participant or Participant’s Representatives. I irrevocably release FIE from liability in connection with the creation, use, or exploitation of the Works.

Notwithstanding the foregoing, a Participant, or if the Participant has not reached the Age of Majority, the Participant’s parent or legal guardian, has the right under this Agreement to request that the Participant’s name be published using the Participant’s first name only, or not published at all, with only the Participant’s grade level and school identified. Any such request may be submitted in writing by email to info@freedomined.org no later than May 25, 2026. FIE will honor all timely requests.

5. Grant of Intellectual Property License. For purposes of this Agreement, “Submission” means the artwork, writing, or other materials created and submitted by the Participant, or if the Participant has not reached the Age of Majority, the Participant’s parent or legal guardian, in

connection with the Competition. I acknowledge that the Participant retains ownership of the Submission, provided the Submission is original and does not infringe upon the rights of any third party.

I represent and warrant that:

- (i) The Submission constitutes the original work of the Participant;
- (ii) The Submission does not infringe any copyright, trademark, privacy, publicity, or other rights of any person or entity; and
- (iii) No third-party consent is required for FIE's use as described below.

In consideration of participation in the Competition, I hereby grant to FIE a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to (i) display, reproduce, publish, distribute, and publicly perform the Submission; (ii) use the Submission for promotional, educational, marketing, fundraising, archival, and program-related purposes; and (iii) use the Submission on social media, website, video, and publication in print or digital books including print or digital books sold by FIE in furtherance of its tax exempt purposes, compilations, anthologies, and other materials in any media now known or later developed. This license includes the right to use excerpts, adapt formatting for publication, and reproduce images of the Submission.

6. Eligibility Verification; Right to Withhold or Revoke Prize. I acknowledge and agree that FIE reserves the right to verify Participant's eligibility and compliance with the Agreement and Official Rules at any time prior to and following distribution of the prize. In the event that FIE determines, in its sole reasonable discretion, that Participant has violated the Official Rules, submitted false or misleading information, breached any representation or warranty, or otherwise failed to comply with the terms of the Competition or the Agreement, FIE reserves the right to disqualify Participant and to withhold, deny, revoke, or require the return of the prize, in whole or in part, to the extent permitted by law.

7. Privacy Policy. I acknowledge that personal information collected in connection with the Competition will be handled in accordance with FIE's privacy policy located at <https://freedomined.org/privacy-policy> (the "Privacy Policy"), which is incorporated herein by reference. By signing below, I agree to the terms of the Privacy Policy on my own behalf if Participant has reached the Age of Majority, or on behalf of myself and Participant if Participant has not reached the Age of Majority.

8. Children's Privacy. If Participant is under the age of thirteen (13), I, as the Participant's parent or legal guardian of Participant, understand that my consent is required for the collection, use, or disclosure of the personal information of Participant. FIE will collect Participant's name, school information, teacher name, and grade level. FIE intends to use such information to facilitate the Competition, communicate with Competition winners, or if the winner has not reached the Age of Majority, the winner's parent or legal guardian, and publish Participant's name in connection with the Competition as described in this Agreement, unless Participant's parent or legal guardian has opted out of such publishing as set forth in Section 4 of this Agreement. FIE will disclose the aforesaid personal information to its third-party website management vendor solely for the purposes of facilitating the Competition. FIE's notice of information practices with respect to children under the age of thirteen (13) is located in its Privacy Policy (<https://freedomined.org/privacy-policy>). If Participant is under the age of thirteen

(13), I, as the parent or legal guardian of Participant, understand that participation in the Competition is not conditioned on disclosing more personal information of the Participant than is reasonably necessary to participate in the Competition.

9. Release and Covenant Not to Sue. I, ON MY OWN BEHALF IF PARTICIPANT HAS REACHED THE AGE OF MAJORITY, OR ON BEHALF OF MYSELF AND THE PARTICIPANT IF PARTICIPANT HAS NOT REACHED THE AGE OF MAJORITY, HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE AND AGREE NOT TO SUE FREEDOM IN EDUCATION CORPORATION, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, VOLUNTEERS, AGENTS, JUDGES, SPONSORS, AND RELATED PARTIES (COLLECTIVELY, THE “RELEASED PARTIES”) FROM AND WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, OR LIABILITIES OF ANY KIND ARISING OUT OF OR RELATING TO THE PARTICIPANT’S ENTRY INTO OR PARTICIPATION IN THE COMPETITION, THE SUBMISSION, REVIEW, JUDGING, OR EVALUATION OF ANY ARTWORK, WRITING, OR OTHER MATERIALS, THE ANNOUNCEMENT OF WINNERS, THE ACCEPTANCE, RECEIPT, OR USE OF ANY PRIZE, AND THE EXERCISE OF ANY RIGHTS GRANTED UNDER THIS AGREEMENT, INCLUDING PUBLICITY AND INTELLECTUAL PROPERTY RIGHTS.

THIS RELEASE APPLIES TO ALL CLAIMS WHETHER FORESEEN OR UNFORESEEN, PRESENT OR FUTURE, KNOWN OR UNKNOWN, AND WHETHER ARISING IN CONTRACT, TORT, STATUTE, OR OTHERWISE, INCLUDING CLAIMS ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, EXCEPT ONLY CLAIMS AND LIABILITY RESULTING FROM THE WILLFUL OR WANTON MISCONDUCT OF A RELEASED PARTY.

10. Indemnification. IN ADDITION TO THE RELEASE AND COVENANT NOT TO SUE SET FORTH ABOVE, I, ON MY OWN BEHALF IF PARTICIPANT HAS REACHED THE AGE OF MAJORITY, OR ON BEHALF OF MYSELF AND THE PARTICIPANT IF PARTICIPANT HAS NOT REACHED THE AGE OF MAJORITY, HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, JUDGMENTS, SETTLEMENTS, PENALTIES, FINES, COSTS, AND EXPENSES OF ANY KIND ARISING OUT OF OR RELATING TO (1) THE PARTICIPANT’S SUBMISSION (AS THE TERM DEFINED ABOVE); (2) ANY ALLEGATION THAT THE SUBMISSION INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES THE COPYRIGHT, TRADEMARK, PRIVACY, PUBLICITY, MORAL RIGHTS, OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY; (3) ANY BREACH OF THE REPRESENTATIONS, WARRANTIES, OR AGREEMENTS MADE BY PARTICIPANT, OR IF THE PARTICIPANT HAS NOT REACHED THE AGE OF MAJORITY, BY PARTICIPANT’S PARENT OR LEGAL GUARDIAN, IN CONNECTION WITH THE COMPETITION; OR (4) THE PARTICIPANT’S PARTICIPATION IN THE COMPETITION OR ACCEPTANCE OR USE OF ANY PRIZE.

THIS INDEMNIFICATION OBLIGATION INCLUDES, WITHOUT LIMITATION, ALL COSTS OF INVESTIGATING AND DEFENDING SUCH CLAIMS, INCLUDING

REASONABLE ATTORNEYS' FEES, COURT COSTS, EXPERT FEES, SETTLEMENT AMOUNTS, AND RELATED EXPENSES, WHETHER OR NOT A LAWSUIT IS FILED.

I EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS INDEMNIFICATION PROVISION IS INTENDED TO APPLY TO THIRD-PARTY CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS ALLEGING COPYRIGHT INFRINGEMENT ARISING FROM THE SUBMISSION. I FURTHER EXPRESSLY AGREE THAT THE FOREGOING RELEASE, COVENANT NOT TO SUE, AND AGREEMENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS IS INTENDED TO BE CONSTRUED AS BROADLY AS PERMITTED BY APPLICABLE LAW IN FAVOR OF THE RELEASED PARTIES; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL REQUIRE INDEMNIFICATION FOR CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A RELEASED PARTY TO THE EXTENT SUCH LIMITATION IS PROHIBITED BY LAW.

11. Mediation and Arbitration of Disputes. The parties agree that any controversy or claim arising out of, or relating to, the Competition or this Agreement (a "Dispute") shall be submitted to mediation administered by Henning Mediation & Arbitration Service, Inc. ("HMA") in accordance with its procedures. If the parties are unable to resolve the Dispute in mediation, the Dispute shall be settled by binding arbitration administered by HMA in accordance with its rules; provided, that the Georgia Rules of Evidence shall govern the use and admissibility of evidence. The arbitration hearing and all proceedings in connection therewith shall take place in Atlanta, Georgia. The arbitration shall be conducted by a single arbitrator selected by the parties from HMA's panel of arbitrators, or, if they are unable to agree on the selection, by a single arbitrator appointed by HMA; provided, that, in addition to other qualifications required by HMA, the arbitrator shall be a retired or active judge or attorney who has been in practice at least ten (10) years. The arbitration hearing shall be commenced within ninety (90) days of the filing of a Demand for Arbitration by either party and the award shall be rendered within thirty (30) days of the conclusion of such hearing. The parties understand that mediation and arbitration under this Section 11 shall be the sole and exclusive means for resolving any Dispute, and the parties expressly waive their right to file a lawsuit in any civil court against one another for any Dispute, except (a) to compel mediation or arbitration, (b) to seek temporary, preliminary, or injunctive relief in aid of arbitration, or (c) to confirm, enforce, modify, or vacate an arbitration award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In any court action permitted under this Section 11 or in any arbitration between the parties relating to the Competition or this Agreement, the substantially prevailing party shall, in addition to any other award of damages or other remedy, be entitled to reasonable attorneys' fees to the extent permitted under applicable law.

12. Governing Law; Venue for Permitted Court Proceedings. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts-of-law principles. Subject to Section 11, the parties agree that any court action permitted under Section 11 (including actions to compel mediation or arbitration, to seek temporary, preliminary, or injunctive relief in aid of arbitration, or to confirm, enforce, modify, or vacate an arbitration award) shall be brought exclusively in a court of competent jurisdiction located in Atlanta, Georgia, and each party irrevocably submits to the personal jurisdiction of such courts for those purposes.

13. General Provisions. If any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior discussions. This Agreement may be executed electronically and in counterparts.

I CERTIFY THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT INCLUDES A WAIVER OF LIABILITY, RELEASE OF CLAIMS, AND AN INDEMNIFICATION OBLIGATION, AND THAT BY SIGNING BELOW I AM VOLUNTARILY GIVING UP CERTAIN LEGAL RIGHTS. IF PARTICIPANT HAS REACHED THE AGE OF MAJORITY, I AM SIGNING ON MY OWN BEHALF. IF PARTICIPANT HAS NOT REACHED THE AGE OF MAJORITY, I AM SIGNING AS THE PARENT OR LEGAL GUARDIAN ON BEHALF OF MYSELF AND THE PARTICIPANT. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN INDEPENDENT LEGAL COUNSEL OF MY CHOOSING BEFORE SIGNING.

IF SIGNING ON BEHALF OF A MINOR, I ATTEST THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT, THAT I HAVE THE FULL LEGAL AUTHORITY TO EXECUTE THIS AGREEMENT ON THE MINOR'S BEHALF, AND THAT I HAVE REACHED THE AGE OF MAJORITY.

Participant's Name: _____

School Information:

School Name: _____

City, State, Zip Code: _____

Teacher Name: _____

Grade Level: _____

If Participant is Under the Age of Majority:

Parent/Legal Guardian Name: _____

Email address: _____

Phone number: _____

Adult Participant (if 18 or older)

Signature: _____

Date: _____

Parent / Legal Guardian (Required if Participant is a Minor)

Parent/Guardian Name (Printed): _____

Signature: _____

Relationship to Minor: _____

Date: _____