

Rubin Waiver for Participation in America's Next Great Intern contest

In exchange for my being allowed to participate in the America's Next Great Intern contest (the "Contest"), a program administered by Rubin Education Corporation d/b/a Rubin Education ("Rubin"), I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular), agree to be bound by each of the following:

- 1. Voluntary Participation.** I understand and confirm that my participation in the Contest is voluntary.
- 2. Identification of Risks.** I understand that this Waiver and Release of Liability is intended to address all risks of any kind associated with my participation in any aspect of the Contest.
- 3. Assumption of Risk.** I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Contest. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Contest.
- 4. Acknowledgement.** I acknowledge and agree that if I am selected as a national finalist for the Contest, Rubin may post the materials I submitted in connection with the Contest ("Submission Materials") on the Internet and allow the public to vote and comment on the material and on whether I should be chosen as the winner of the Contest.
- 5. Release and Waiver.** I release Rubin and its directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Contest or Rubin's use of the Submission Materials whether or not caused in whole or part by the negligence or other misconduct of Rubin or any of the individuals mentioned above. I waive any right to royalties or other payment for the use of the Submission Materials and any video, photo, or other media generated pursuant to the Contest ("Contest Media") and I also waive the right to inspect or approve Rubin's use of the Submission Materials, Contest Media, and other materials containing my name, image, and likeness that Rubin may use in connection with the Contest.
- 6. Promotional Release.** I irrevocably grant Rubin a license ("License") to use the Submission Materials and name, image, and likeness in connection with the Contest as well as for use in connection with the Contest Media, promotional materials, general publicity, website material, or in any other way that is deemed appropriate by Rubin for the promotion of the Contest. I understand that I will retain ownership of the Submission Materials at all times and may use the Submittal Materials for purposes that do not relate to the Contest. I release Rubin of any liability, claims, demands, damages, actions and causes of actions arising from or connected in any way with the use of the Submission Materials, Contest Media, my name, image, and likeness or any other materials used in connection with the Contest. Unless deemed a national finalist, I understand that I will receive no compensation for participation and that all photography, video, or other media generated by or otherwise resulting from my participation in the Contest (except for the Submission Materials) will become property of Rubin and I hereby waive and assign all rights in such materials, whether now existing or arising at any time in the future, to Rubin.
- 7. Indemnification.** I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) Rubin and its directors, officers, employees, agents, volunteers, successors, and assigns from all claims for any liability, injury, loss, damages, or expense, including attorneys' fees (including the

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cost of defending any claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my participation in the Contest, whether or not caused in whole or in part by the negligence or other misconduct of Rubin or any of the individuals mentioned above.

8. **Binding Effect.** This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of Rubin and its successors and assigns.

9. **Severability.** If any term or provision of this instrument or the application thereof to any person or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

10. **Applicable Law.** Because Rubin and the Contest are headquartered in the State of Virginia, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Virginia.

11. **Representations and Warranties.** I represent and warrant to Rubin that: (a) there is no copyrighted material in my Submission Materials; (b) the Submission Materials are my original work; (c) I have not granted anyone else any rights to use, distribute, publish, broadcast, or display the Submission Materials; (d) I have the full right and authority to execute this Waiver and Release of Liability; (e) I have all rights necessary to grant the rights, waivers, and releases granted in this Waiver and Release of Liability; (f) I have read this Waiver and Release of Liability and I fully understand it; (g) all statements and information included in my entry application, Submittal Materials, and any other statements and information that I provided to or will provide to Rubin are true and complete.

I, and if I am not yet 18 years old, my parent(s) or legal guardian(s) (individually and collectively referred to below in the first person singular), verify that I fully understand, agree to and accept all provisions and obligations set forth in this Waiver and Release of Liability.

Signature: _____

Print Name: _____

Date: _____

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