

ACKNOWLEDGMENT, RELEASE AND CONSENT TO USE OF LIKENESS

In exchange for the opportunity to win a credit of \$100 to the Aya Healthcare store by participating in the Aya Summer Photo Sweepstakes ("Sweepstakes") and for other valuable consideration, receipt of which is hereby acknowledged, I hereby agree to the terms of this Acknowledgment, Release And Consent to Use of Likeness (the "Release") as follows:

1. I hereby grant Aya Healthcare, Inc. ("Aya") and each of their respective owners, parents, subsidiaries, subcontractors, affiliates, employees, directors, officers, agents, nominees, licensees, successors and assigns, and those acting with their authority or on their behalf (the "Aya Grantees") the irrevocable right and permission to use the photographs that I have uploaded in order to participate in the Sweepstakes (the "Photographs"), including my likeness contained in the photographs, in or on any photographs, portraits, depictions, images, video, performance or sound recording, websites, social media sites, blogs, email messages, publications, promotional flyers, distributions, or any other marketing, commercial, or business materials relating to Aya's business, whether in or distributed through hard copy, digital, or electronic format (collectively, the "Materials") for the purposes of marketing the services of Aya, recruiting employees of Aya, or for any other lawful or commercial purpose (the "Permitted Uses").
2. I agree that Aya Grantees shall have the unrestricted absolute, non-exclusive, assignable, perpetual, worldwide right to: (a) use, publish, reproduce, copy, modify, edit, distribute, create derivatives in whole or in part for Permitted Uses, or otherwise use the Materials in any form; and (b) display, perform, exhibit, distribute, transmit, or broadcast the Materials by any means now known or hereafter to become known in any form for the Permitted Uses.
3. I acknowledge and agree that Aya shall have all ownership rights, copyrights and other rights to the Materials for the Permitted Uses. Aya shall have the right to retain all original negatives, computer files, and/or other depictions of the Materials and the full right to assign any of its rights under this Release for the Permitted Uses. I further represent and warrant that I am the creator or original copyright holder of any Photographs that have been submitted by me or that will be submitted by me to Aya, and that no other party has any right in and to the Photographs.
4. I understand that as a courtesy, I may, on occasion, be provided notice or asked to acknowledge that certain uses of the Materials are covered by this Release. However, I understand and agree that neither advance notice to me nor my pre-approval of any use permitted by this Release is required. I hereby waive any right to be notified, inspect or approve any use of the Materials, or any edited or derivative version thereof, permitted by this Release prior to such use.
5. I waive any and all rights of privacy associated with the use of the Materials for the Permitted Uses. I hereby release, hold harmless, and forever discharge the Aya Grantees from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of the Materials including, but not limited to any claims for invasion of privacy, appropriation of likeness or defamation.
6. I acknowledge the above listed consideration is sufficient consideration for this Agreement and waive any right to royalties or other compensation arising or related to the use of the Materials by the Aya Grantees.
7. This Release contains the entire understanding of the Parties relating to the subject matter hereof and incorporates all previous discussions and understandings between the Parties. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by the Parties.
8. I hereby warrant that I am eighteen (18) years old or more and competent to contract in my own name. This release is binding on me and my heirs, assigns and personal representatives.