

TERMS AND CONDITIONS

For valuable consideration received, including but not limited to transportation to and from and attendance at a music concert and other valuable consideration associated with such, I hereby grant to JanSport, a division of VF Outdoor, Inc., and the parents, subsidiaries and common control entities, and all persons acting under JanSport's permission or authority and those for whom it is acting (hereinafter collectively "JanSport"), the irrevocable and unrestricted right to use, copy, distribute, and publish photographs, film, and video or audio recordings of me ("Content"), in which I may be included, singly or as part of a compilation or derivative work, in whole or in part, or composite or distorted character, or form, in conjunction with my own or a fictitious name, or reproduction thereof in color or otherwise, made through any media at their studios, or elsewhere, for editorial trade, advertising, and any other purpose and in any manner and medium, including but not limited to print and Internet, and to alter the same without restriction, in perpetuity. I hereby waive any right that I may have to inspect and/or approve any versions, the finished product, or the advertising copy that may be used in connection therewith or the use to which it may be applied.

I hereby release and discharge JanSport from all claims and liability relating in any way to the Content, including but not limited to any claims and liability related to any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, of said Content. Further, I hereby agree to indemnify, defend, and hold harmless JanSport from any and all claims which arise out of, or relate in any way, to the Content.

I understand and agree that my participation in the event being coordinated by Vice Publishing and JanSport (the "Event") may entail risk of physical or other injury, and even death, including but not limited to transportation to and from the Event and my attendance at the Event itself. I further understand and agree that I will participate in the Event solely at my own risk, voluntarily with full knowledge of the risks involved, and I represent that I have no medical or physical condition that would affect my ability to participate or that my participation would endanger my health. Therefore, I hereby agree that I, for myself, my executors, administrator, heirs, next of kin, legal representatives, successors, and assigns, release, give up and forever discharge Vice Publishing and JanSport, and any other parties related to the coordination, hosting, sponsorship, organization, or control of the Event, and each of its respective parents, subsidiaries, officers, agents, employees, clients, independent contractors, members, representatives, affiliates, heirs, successors, licenses, assigns, and volunteers (individually and collectively "Releasees"), from any and all claims for damages, injury, emotional distress, bodily injury, punitive damages, and all other claims related in any way to the Event, whether known or unknown, foreseen or not, irrespective of any negligence on the part of any Releasee. I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND DO VOLUNTARILY SIGN THIS AGREEMENT OF WAIVER AND RELEASE.

I hereby agree that this Release shall be interpreted under and construed in accordance with the laws of only the State of California, without the benefit of and fully disregarding all conflicts of the law provisions, so that any and all disputes, contentions, disagreements or controversies arising

from or related to this Release or my participation in any and all activities related in anyway to the Event, shall be interpreted under and in accordance with only the laws of the State of California regardless of my domicile or residency; and that the courts of the State of California shall have jurisdiction and venue over me for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Release or the Event.

This Release may not be modified, changed or added to in any manner without the signed written consent of an officer of JanSport.

If any provision of this Release is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Release, which will remain in full force and effect.

I hereby declare that I have read this Release in its entirety, and that I fully understand the meaning and importance of its contents.

I further declare and represent that I am at least 18 years of age, that I have full legal capacity to be bound by this contract, and that I am signing this contract of my own free will and accord.