

CONTENT AND PUBLICITY RELEASE AND AGREEMENT

(If applicable, attach copies of relevant photos, footage, and/or text)

This release/agreement concerns the use of content provided by you ("Content") that incorporates your name (and any stage names and/or nicknames), trademark(s), signature, image (including photographs and videos), likeness, performance, voice, personal characteristics, stories, statements and/or testimonials, activities, social media and online profiles and handles, other indicia and/or biographical information ("Likeness"), which Content may be incorporated in materials (whether in the form of print, audio, video, photography, or another medium) ("Materials") created by, on behalf of, or for the benefit of Toyota Motor North America, Inc. ("Toyota"), and the use of the Content and Materials by Toyota and others affiliated with Toyota. By signing this release/agreement, you acknowledge that good and valuable consideration has been provided, and you agree as follows:

1. **Licensed Parties.** The "Licensed Parties" under this agreement are Toyota, its parent, subsidiary and affiliated companies, their respective advertising agencies, distributors, dealers, dealer associations, and all of their respective employees, agents, designees, contractors, licensees, successors and assigns.
2. **License Grant.** You expressly consent and give permission to the Licensed Parties to use, exploit, adapt, display, broadcast, edit, modify, reproduce, distribute, publicly perform and publish the Content, Materials, and your Likeness for use in any form, style, color or medium now known or hereafter devised and for any purpose (including for advertising and promotional purposes), throughout the world, without any time period restriction and without notifying or compensating you. You acknowledge that the Licensed Parties are not required to use the Content, your Likeness, or any Materials in any way. You waive any right that you may have to inspect or approve the Licensed Parties' copyright, use or publication of the Materials. You acknowledge that, once publicized, the Content and Materials may be shared and used by third parties outside the control of Toyota. You expressly acknowledge and agree that the Licensed Parties are not responsible for, and will have no liability in relation to, any use, display, or distribution of the Content, Materials or Likeness in connection with such third party uses.
3. **Ownership.** You agree that Toyota shall exclusively own all right, title, and interest in all Materials. As much as is permitted by law, you give up any rights you may have in and to the Materials. If you receive a copy of any Materials, you shall use it only for your own personal viewing and shall not share it with anyone else.
4. **Representations and Warranties.** You make the following representations and warranties:
 - You (or if you are minor, your undersigned parent or legal guardian) are at least the age of majority in your state or jurisdiction and have the right and ability to enter into this agreement.
 - You have the full right and authority to enter into this agreement and to grant the rights granted in this agreement, including by obtaining all necessary third party rights (e.g., from the photographer of any images used in the Content) to permit the uses authorized in this agreement.
 - The Licensed Parties' permitted use of the Content and your Likeness shall not violate anyone else's rights or conflict with any of your other commitments.
 - Any statements by you that are incorporated into the Content reflect your actual experiences and beliefs.

You make these statements knowing that the Licensed Parties are relying on the accuracy and truthfulness of your statements herein contained and that the Licensed Parties can be seriously and irreparably damaged if any of your statements are, in whole or in part, false or misleading.

5. **CBAs.** If you render services or your Likeness is used in Content or Materials subject to any talent collective bargaining agreement to which a Licensed Party has agreed to be bound ("CBA"):
 - You accept the minimum scale rates under the CBA to the extent payable, and if you receive other compensation for your services or the use of your Likeness and/or Content, the scale rates shall first be credited against that compensation; and
 - You acknowledge that Toyota shall cause the applicable pension and health payments (to the extent required) to be made directly to the applicable union plan based on the then-current allocation guidelines applicable to such CBAs.
6. **Release of Claims.** As much as is permitted by law, ***you release and waive all claims that you may have against the Licensed Parties for damages or losses that may arise from or relate to any exercise of the rights granted in this agreement, including based on use of the Content and your Likeness or an invasion of your privacy or publicity rights. You shall fully compensate the Licensed Parties for any damages and losses arising out of your breach of this agreement. Your release, waiver, and agreement to fully compensate the Licensed Parties shall apply whether or not such damages or losses were contributed to or caused by the fault of any Licensed Parties or any third parties. You further acknowledge and agree that the Licensed Parties shall not be liable for consequential, indirect, exemplary, special or punitive damages of any kind.***
7. **General.** This agreement shall be governed by Texas law without regard to its conflicts of laws principles. This release contains the complete understanding and agreement between you and Toyota in relation to its subject matter and can only be modified by a written agreement signed by you and an authorized representative of Toyota. You acknowledge and agree that any other policies or agreements you may have with Toyota do not apply to the Content, Likeness, and Materials in connection with this agreement. You shall keep confidential any information that the Licensed Parties designate as confidential or that should reasonably be understood, by its nature, to be confidential, including the terms of this agreement.
8. **Content Provided by Organization.** If Content is being provided by or on behalf of an organization, (a) please supply the organization's name here: _____ ("Organization"); and (b) all references to "you" in this agreement shall be references to Organization, and you represent and warrant that the individual signing this agreement on your behalf is duly authorized and has legal capacity to execute and deliver this agreement, and that this is a valid and legal agreement binding on you and enforceable in accordance with its terms.

9. **Alternative Dispute Resolution.** Any and all disputes, claims and/or causes of action arising out of or relating to this agreement, the license grant, and/or the release (including any alleged violation of this agreement, any controversy relating to the interpretation or enforceability of this section, the arbitrability of any dispute, or any claim that this agreement (or any part thereof) is invalid, illegal or otherwise voidable (or void)) (collectively, "Dispute") shall be resolved in accordance with the procedures specified in this section, as follows, which shall be the sole and exclusive procedures for the resolution of any such Disputes:
- **Negotiation.** The parties shall attempt promptly and in good faith to resolve any Dispute arising out of or relating to the agreement by negotiation.
 - **Mediation.** If any Dispute should arise between the parties which cannot be resolved through negotiation, the parties shall endeavor to settle the Dispute by mediation. Either party may request in writing that the other party mediate the Dispute; such notice shall set forth the subject of the Dispute and the relief requested ("Dispute Notice"). Unless the parties otherwise agree, the mediation shall be conducted by a mediator affiliated with and under the rules of: ADR Services, or JAMS. The selection of an organization by the parties shall be made within ten (10) business days after a party requests mediation of a Dispute pursuant to this provision. If an organization/judge and applicable rules have not been agreed upon within such ten-day period, then the Dispute shall be mediated by a single neutral mediator chosen by JAMS.
 - **Arbitration.** If within ninety (90) days after the date of the Dispute Notice the Dispute is not resolved, either party may serve the other party with a written notice of binding arbitration. Unless the parties otherwise agree, the arbitration shall be conducted by and under the commercial arbitration rules of the same organization that conducted the mediation. The arbitration shall be conducted by one (1) arbitrator.
 - **Damages.** The arbitrator or arbitrators are not empowered to award consequential, indirect, exemplary, special or punitive damages, and/or attorneys' fees, legal costs or expenses.
 - **Provisional Remedies; Legal Action.** Notwithstanding the provisions of this section, a party may file a complaint limited to seeking provisional judicial relief pending the outcome of the mediation and/or arbitration provided by this section. If any legal action or proceeding becomes necessary to seek provisional equitable relief, or to enforce the provisions of this section or to enforce the award of the arbitration, such legal action or proceeding shall be brought exclusively either (a) in any state court of competent jurisdiction located in Collin County, Texas, or (b) in the United States District Court for the Northern District of Texas, Dallas Division, and the parties expressly consent, and waive any objections, to subject matter jurisdiction, personal jurisdiction and venue in such courts. The parties expressly agree that, notwithstanding the designation of both state and federal courts for jurisdiction and venue, neither party is waiving its right, as permissible under 28 U.S.C. Section 1441 (a)-(f), to remove matters originally filed in state court to federal court, as specified in this section. The parties further acknowledge and agree that, should a matter be filed in state court in Collin County, Texas, and such matter is properly removable under Section 1441, no party shall object to the removal and transfer of the matter pursuant to 28 U.S.C. Section 1404 to the U.S. District Court for the Northern District of Texas, Dallas Division. Furthermore, the parties expressly consent, and waive any objection, to being served with process of any such legal action or proceeding.
 - **Governing Law.** The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1 *et seq.*, to the exclusion of state laws inconsistent therewith and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.
 - **Venue.** The place of arbitration shall be Dallas, Dallas County, Texas.
 - **Confidentiality.** All negotiations and proceedings pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law.