



ARCHDIOCESE OF DENVER

Totus Tuus

PUBLICITY RELEASE FOR ADULTS & MINORS

Totus Tuus is youth ministry programming provided through the Archdiocese of Denver to participating Archdiocesan parishes.

To promote Totus Tuus, the Archdiocese and participating Archdiocesan parishes prepare materials that support this ministry programming, as well as programming of the Church generally. These materials often incorporate images, video or other media featuring individuals engaged in Totus Tuus Programming (as defined below). Additionally, so as to grow Catholic ministry and spread the teachings of Christ, the Archdiocese also works with other Catholic entities in the creation of spiritual, educational, promotional and development materials.

By signing below, You are agreeing that both the Archdiocese and the Parish may use Your Likeness (as defined below) per the terms below. If signing on behalf of your minor child, You and Yours refers to your minor child.

1) **Definitions.** For purposes of this Release, the following definitions apply:

- a) The **Archdiocese** means the Archdiocese of Denver;
- b) the person participating in Totus Tuus Programming is referred to as the "**Participant**";
- c) the terms "**I**", "**You**", "**Your**" or "**my**" mean one of the following:
 - i) only the Participant when the Participant is age 18 or older;**OR**
 - ii) both the Participant and the Participant's parent/legal guardian when the Participant is under the age of 18;
- d) "**Totus Tuus Programming**" refers to activities taking place on parish grounds, and to Totus Tuus activities taking place off-site of parish grounds that are conducted either in whole or in part by Totus Tuus teachers.
- e) "**Likeness**" means all parts of Participant's identity, including but not limited to, Participant's name, image, photograph, signature, voice, quotations, recordings and other aspects of Participant's right of publicity.
- f) "**Parish**" means the Catholic parish through which You are participating in Totus Tuus Programming.

2) **Release.**

- a) You hereby consent to, agree, and otherwise grant permission to, the Archdiocese and the Parish and their agents:
- i) taking the Participant’s photograph, recording the Participant’s image, and/or making video of Participant, inclusive of audio, all either digitally or by a non-digital device for the purposes herein;
 - ii) using Participant’s Likeness, inclusive of video with or without audio recordings, for any lawful purpose not inconsistent with the Archdiocese’s and Parish’s mission and purpose, including but not limited to use in Archdiocesan and Parish publications, or on the Archdiocese or Parish website(s), or in any medium now known or later developed; and
 - iii) using Participant’s Likeness as a reference and colorizing, cropping, editing, manipulating, miniaturizing, distorting, caricaturing, animating or otherwise changing Participant’s Likeness.
- b) You hereby grant and convey unto the Archdiocese all right, title and interest in and to all photographs / images / recordings of the Participant made by the Archdiocese or its agents during the Participant’s involvement with Totus Tuus Programming, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs / images / recordings. For clarity, You agree that the Archdiocese will own any materials in which it uses Participant’s Likeness.
- c) You acknowledge and agree that You will not be paid for signing this Release or allowing Participant’s Likeness to be used. You will, however, have the chance to be part of promoting the Archdiocese of Denver and Totus Tuus Programming. You further agree that You will not have any approval rights of how Participant’s Likeness is used and that the permission granted under this Release is not revocable.

3) **General Terms.** You will not sue, dispute, challenge, raise objections to or institute proceedings against the Archdiocese or the Parish for using Participant’s Likeness in any manner and You hereby waive all legal and equitable rights You may have as well as all claims, demands, damages and expenses arising directly or indirectly from the same. You agrees that You are under no obligation to sign this Release, but do so voluntarily, without duress, fully understanding Your rights and having had the chance to consult with an attorney.

4) **Minor Acknowledgment.** By signing this Agreement without a parent or legal guardian’s signature, You, under penalty of fraud, represent that You are at least 18 years of age. If signing as the parent or guardian of a minor Participant, You represent that You are the legal parent or guardian of the minor Participant.

Printed Name of Participant

Printed Name of Parent/Legal Guardian

(required only if Participant IS under 18)

Signature of Participant

(sign only if Participant is NOT under 18)

Date

Signature of Parent/Legal Guardian

(sign only if Participant IS under 18)

Date