

CLE SPEAKER LICENSE AND RELEASE (Note: All programs will be sound-recorded and videotaped unless otherwise arranged.)

I, _____, for valuable (but non-monetary) consideration, the receipt and adequacy of which are hereby acknowledged, do hereby grant to The State Bar of California ("the State Bar"):

A. an exclusive, worldwide, perpetual, and royalty-free license:

1) to make audio and/or video recordings (such recordings, the "Audio/Video Materials") of my presentation at **[PROGRAM NAME]** scheduled for **[DATE]** in **[CITY]**, California (my "Presentation"); and

2) to reproduce, publish, use, publicly perform, broadcast, modify the formatting of, create derivative works from, distribute, and sell the Audio/Video Materials in their entirety or in any portion, individually or as a collective work, in audio, video, electronic, or digital form, including but not limited to the exercise of such rights through Internet or Intranet sites, computer on-line services, and all other media and distribution mechanisms now known or later developed, for use solely in conjunction with State Bar educational purposes, whether or not compensation is received, provided that any formatting modifications or derivative works do not substantively change the content of my Presentation.

B. a *non-exclusive*, worldwide, perpetual, and royalty-free license:

to print, reprint, publish, reproduce, use, modify the formatting of, create derivative works from, distribute, and sell the written materials prepared or submitted in connection with my Presentation (the "Written Materials") in their entirety or in any portion, individually or as a collective work, in print, electronic, or digital form, including but not limited to the exercise of such rights through Internet or Intranet sites, computer on-line services, and all other media and distribution mechanisms now known or later developed for use solely in conjunction with State Bar educational purposes, whether or not compensation is received, provided that any formatting modifications or derivative works do not substantively change the content of the Written Materials.

C. The right to use my name, voice, photograph, biographical information, and likeness in connection with the exercise of the rights granted in Sections A and B.

D. The right to license to third parties any of the rights granted in Sections A, B and C.

I hereby waive any right of notice, inspection, or approval of the uses of the Audio/Video Materials or the Written Materials consistent with this license.

Subject to all of the foregoing, I hereby release and discharge the State Bar, including without limitation its Board of Trustees, officers, employees, agents, volunteers, and representatives, from any and all claims, demands, and causes of action that I may have against it for use of my Presentation, the Audio/Video Materials or the Written Materials, including, but not limited to, any claims based on the right of privacy, the right of publicity, copyright, libel, or slander. With the exception of materials that are in the public domain and acknowledging that simply because materials are publicly available on the internet does not place these materials in the public domain, I warrant that I am the sole owner of, or have a license for, all rights in my Presentation and the Written Materials do not infringe the copyright or other property rights of any third party, and that I have full power to grant the rights in this license.

| Signature: | Print Name: | |
|---------------|---|--|
| Address: | City/State/Zip: | |
| Phone Number: | Date: | |
| | SIGN AND EMAIL TO [COORDINATOR NAME & EMAIL] PLEASE SIGN AND EMAIL BY [DUE DATE] | |