



GoPro Content License and Participation Agreement

This Content License and Participation Agreement (this "Agreement") is made by the undersigned individual and, if I am a minor child, my legal guardian acting on my behalf ("I" or "me" herein) and GoPro, Inc., a Delaware corporation ("GoPro"), is effective as of the date included below (the "Effective Date") and governs my live or recorded performances, appearances, images, likeness, name, nicknames, voice, autograph and biographical information (collectively, my "Appearances"), and, if applicable, any audio-visual content which is provided by me to GoPro (collectively, the "Content"). The Standard Terms and Conditions attached to this Agreement are incorporated into and made a part of this Agreement.

In consideration for the opportunity to perform, compete in, officiate, attend, work/volunteer for or participate in any way in the Production, I agree to all terms and conditions contained in this Agreement, and that I will comply with all reasonable directions, requests, rules and regulations of GoPro in connection therewith.

The "Production" means:

The event, activity, or production titled _____ (name or description of event/activity/production)
taking place on or around _____ (date) at _____ (location).

I am voluntarily participating in the Production with knowledge of the potential for accidents or unexpected incidents. GoPro, shall not be responsible for any problems which may occur. I hereby assume all risks and responsibilities of any kind associated with the Production and shall be personally responsible and liable for any property damage and/or personal and/or bodily injury, including death, suffered by me in connection with the Production. I shall look to my own resources, my own insurance company, any responsible third party (other than GoPro) or the insurance company of any responsible third party (other than GoPro) for indemnification for any claims or damages in connection with the Production.

I will not publish, distribute, or otherwise exploit any photographs or videos from the Production before the GoPro Materials (as defined below) are published by GoPro. After the GoPro Materials are published, I may post, submit, or upload photos or videos from the Production to my personal social media accounts, provided that I tag and credit GoPro in any such post. For clarity, the photographs and videos captured at the Production are exclusively owned by GoPro, and I may not license, sublicense, or otherwise distribute the photos or videos from the Production, in whole or in part, to any third party for any commercial purpose.

I agree that I will not receive any cash payment or other financial compensation for the rights and permissions granted by me under this Agreement.

I, the undersigned, represent and agree: that I (1) am fully authorized to sign this Agreement, (2) have read and fully understand this Agreement, and (3) am (a) over eighteen years of age, or (b) under eighteen years of age but have valid and binding parental consent as set forth below.

In agreeing to this Agreement, I have not relied upon any representations made by GoPro or its representatives and I have relied solely upon my own judgment or the advice of my own advisors.

UNDERSTOOD AND AGREED TO:

Signed: _____ Print Name: _____

****If the above signatory is under 18 years old, the parents or legal guardians of such person must sign below ****

I hereby represent and warrant that I am the parent (or legal guardian) of the minor child signing above (the "Minor") and that I have the full legal authority to ratify this Agreement on behalf of the Minor without the approval of any third party. I hereby confirm, ratify and consent to the terms and conditions of this Agreement on behalf of the Minor and personally agree to all of the terms set forth herein. I also agree to indemnify and hold GoPro harmless from and against any loss, damages, cost or expense (including reasonable attorneys' fees) incurred by GoPro as a result of any (i) claim, demand or liability in connection with the Minor's renouncement or other termination of this Agreement for any reason other than GoPro's default; and (ii) third party claim or suit asserted against GoPro related to any breach of any representation, warranty or agreement by the Minor or me.

If only one parent or legal guardian signs this instrument, then such parent or legal guardian will be deemed to represent and warrant that said parent or legal guardian has the exclusive authority to act on behalf of the Minor and on behalf of the non-signing parent or legal guardian insofar as all matters related to this Agreement.

I, THE UNDERSIGNED, REPRESENT AND AGREE THAT: (1) I AM FULLY AUTHORIZED TO SIGN THIS AGREEMENT, (2) I HAVE READ AND UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, AND (3) I HAVE NOT RELIED UPON ANY REPRESENTATIONS MADE BY GOPRO OR ITS REPRESENTATIVES AND I HAVE RELIED SOLELY UPON MY OWN JUDGMENT OR THE ADVICE OF MY OWN ADVISORS.

ACCEPTED AND AGREED:

Parent / Legal Guardian Signature #1

Parent / Legal Guardian Signature #2

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Address: _____

Address: _____

Phone: _____

Phone: _____



Standard Terms and Conditions

1. **GRANT OF RIGHTS.** I freely grant to GoPro, its employees, agents, representatives, sponsors, partners, affiliates, subsidiaries, parent, distributors, designees, licensees, sublicensees, successors and assigns the worldwide, royalty-free, fully-paid up, non-exclusive, sublicensable, irrevocable and perpetual right, license, permission and consent to include, exhibit or distribute, use, or exploit (and to authorize others to use and exploit) my Appearances and the Content for and in connection with any and all commercial, promotional, or other purposes, including, without limitation, the marketing, promotion, and advertising of the GoPro brand and/or GoPro products and the monetization of content through sale, advertising, subscription offerings, licensing and other means: (a) to photograph, film and record me, and to use my Appearances, as included in the GoPro Materials (as defined below); and (b) to reproduce, modify and prepare derivative works, publicly perform, publicly display, distribute, broadcast, transmit and otherwise use the Content, in whole or in part, whether or not within or in connection with the GoPro Materials (as defined below), solely for the Purpose, in any and all media now known or hereafter created.

2. **OWNERSHIP OF GOPRO MATERIALS.** I agree that GoPro will own all the audio-visual content created by me or others during the Production, and all video and audiovisual content, data, text, graphics, artwork, photographs and other materials developed or created by GoPro or on its behalf which my Content or Appearances may be incorporated or appear, and any derivative works thereof, and all intellectual property and proprietary rights therein (the "GoPro Materials") are and will remain the sole and exclusive property of GoPro. I acknowledge and agree that GoPro and its affiliates shall solely and exclusively own and control all right, title and interest in and to the GoPro Materials and all exploitation thereof, in all media worldwide, in perpetuity.

3. **WAIVER AND RELEASE.** I understand that GoPro is under no obligation to use the Content or Appearances. I waive any right to inspect or approve the GoPro Materials, any use of the Appearances or Content, and any so-called "moral rights" which I might otherwise be deemed to have in the GoPro Materials. I AGREE NOT TO SUE, AND IRREVOCABLY, UNCONDITIONALLY AND ENTIRELY RELEASE AND HOLD GOPRO HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS AND DEMANDS OF ANY KIND OR NATURE, IN LAW OR EQUITY, WHETHER KNOWN OR UNKNOWN, WHICH I EVER HAD, NOW HAVE, OR IN THE FUTURE MAY HAVE AGAINST GOPRO RELATING TO (A) ANY PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE ARISING OUT OF MY PARTICIPATION IN OR ATTENDANCE AT THE PRODUCTION OR ANY OTHER ACTIVITY IN CONNECTION WITH THIS AGREEMENT, (B) USE OR ASSOCIATION WITH THE GOPRO PRODUCTS, INCLUDING WITHOUT LIMITATION ANY CLAIM BASED ON ALLEGED NEGLIGENCE OR OTHER TORT LIABILITY ON THE PART OF GOPRO, AND (C) THE APPEARANCES, CONTENT OR GOPRO MATERIALS, INCLUDING WITHOUT LIMITATION, CLAIMS INVOLVING RIGHT OF PRIVACY, RIGHT OF PUBLICITY, DEFAMATION OR COPYRIGHT INFRINGEMENT, UNLESS SUCH USE IS NOT AUTHORIZED BY THIS AGREEMENT. I UNDERSTAND THAT I MAY NOT SEEK ANY EQUITABLE RELIEF AGAINST GOPRO (SUCH AS OBTAINING AN INJUNCTION TO STOP THE USAGE OR DISTRIBUTION OF THE APPEARANCES, CONTENT OR GOPRO MATERIALS) OR SEEK ANY TERMINATION OR RECISSION OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON ME AND MY HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS. I am familiar with, and hereby waive, the provisions of Section 1542 of the California Civil Code (and similar provisions of other jurisdictions), which provides as follows: "A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

4. **LIMITATION OF LIABILITY.** I AGREE AND ACKNOWLEDGE THAT IN NO EVENT WILL GOPRO BE LIABLE TO ME FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY, ARISING FROM OR RELATED TO THIS AGREEMENT, MY PARTICIPATION IN OR ATTENDANCE AT THE PRODUCTION OR GOPRO'S USE OF THE APPEARANCES, CONTENT OR GOPRO MATERIALS, EVEN IF GOPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. **NO COLLECTIVE BARGAINING AGREEMENT.** I understand that GoPro is not a signatory to any collective bargaining agreement and that the Appearances, Content and GoPro Materials will not be subject to any collective bargaining agreement.

6. **REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION:** I represent and warrant that (a) I have the full power and authority to enter into this Agreement and perform my obligations hereunder without violating, breaching or conflicting with any contractual obligations to third parties; (b) I will comply with the rules and regulations of all governing bodies or other entities who operate or have jurisdiction over the Production and will conduct myself in a sportsmanlike manner at all times; (c) I own or otherwise have all rights, licenses, consents and agreements necessary to grant GoPro the rights granted by me in this Agreement; and (d) use of the Appearances and Content by GoPro will not infringe, misappropriate or violate the rights of any third party or any applicable law or regulation. I understand that GoPro could incur substantial expense if I breach any of my representations and warranties. I affirm that neither me nor anyone acting on my behalf gave or agreed to give anything of value to any employee of GoPro, or anyone associated in any manner with GoPro for arranging the rights granted by me to GoPro. I will indemnify, defend and hold GoPro harmless from and against any and all claims, demands, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) breach of any of my representations and warranties in this Agreement and (b) any third party claim that is based on any of my acts or omissions that results in personal injury, death, property damage or the violation of any law, ordinance or regulation.

7. **CONFIDENTIALITY.** I will not use or disclose Confidential Information without the prior written consent of GoPro, and I will take reasonable measures to maintain the Confidential Information in strict confidence. For purposes of this Agreement, "Confidential Information" means (a) the specific terms and conditions of this Agreement; (b) any GoPro Products being used or tested incidental to this Agreement, without limitation documentation, design and function specifications, and other technical information exchanged under this Agreement; and (c) information disclosed by GoPro that is not generally known to the public, that is clearly and obviously marked "Confidential" or "Proprietary", or which a reasonable person should know is confidential under the circumstances.

8. **FEEDBACK.** I may provide to GoPro suggestions, descriptions, data feedback and other information, either orally or in writing (collectively, "Feedback") concerning the GoPro Products. Such Feedback shall not be considered Confidential Information as to GoPro, and nothing in this Agreement shall be deemed to prevent GoPro's use thereof.

9. **GENERAL.** I agree that: (a) the parties are independent contractors and this Agreement will not establish any relationship of employment, agency, partnership or joint venture between the parties; (b) I may not assign or transfer this Agreement without GoPro's prior written consent, and any attempt to do so will be void, but GoPro may freely assign this Agreement, which will bind and inure to the benefit of each party's successors and permitted assigns; (c) the failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision; (d) any waiver or modification of this Agreement will be effective only if in writing and signed by both parties; (e) if any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions will remain in full force and effect; (f) this Agreement is the complete and exclusive understanding and agreement of the parties regarding its subject matter, and supersedes all prior understandings and agreements between the parties relating to its subject matter; (g) this Agreement will be governed by and be construed in accordance with the laws of the State of California, excluding that body of law known as conflict of laws; and (h) any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein.