

Upstream Education Inc.
PARTICIPATION AND RECORDING RELEASE AND CONSENT FORM

1. **Context.** Upstream Education Inc. (“Upstream”) is a nonprofit that equips educators with a curriculum of concrete tools to help their students reduce stress and build resilience. Upstream’s curriculum is rooted in mindfulness and positive psychology.
2. **Overview of the Proposed Project.** Upstream is including and amplifying the voices of students’ in its programming through a Student Task Force (“STF”) initiative. STF members will provide feedback on Upstream’s curriculum and teacher training program as well as create new tools for the curriculum.
3. **Why This Release and Consent Is Needed.** Upstream needs the signature of all students 18 years old or older or the signature of the parent or guardian of all students under 18 years old due to the fact that the students involved in the project will have their first name, grade, and likeness shared with the public by Upstream as part of this project. For individuals under the age of 18, consent is also needed for students to complete the application to the STF and communicate with Upstream.
4. **Permission.** By signing this Participation and Recording Release and Consent Form (the “Form”), you are irrevocably giving permission to Upstream and the Upstream’s officers, agents, employees, successors, licensees, and assigns to take and use video and sound recordings of the Student as well as the likeness of the Student (“Student” meaning the individual identified in the signature block) for the project discussed in section 2 above as well as any ancillary projects that may result from that project. You are also consenting to Upstream communicating directly with the Student and his/her/they parents electronically or otherwise as Upstream deems necessary to effectuate the proposed project. We may use any audio or video recording or written responses to create an edited audio or video clip or a written transcription or summary of our conversation with the Student. This consent and permission is completely voluntary and up to you.
5. **Consent.** Consent to the use of the Student’s likeness, sound and video recordings and the written transcription or summary from our discussion with the Student is for forever, to the extent allowed by law. With the exception of any compensation related to Student’s participation on the STF, if any, neither Student nor the signer of this form, should the Student be a minor, will receive compensation for the Student’s participation or the use of the Student’s name, likeness, recordings, transcriptions, or any written product from the discussion with the Student now or in the future. Upstream may use the Student’s name, age, birthdate, likeness, sound and video recordings, as well and written transcriptions or summaries, quotes, and responses provided by the Student in any manner or media, including use on web pages and store the same as well as any personally identifiable information provided by the Student (and any parent or guardian of the Student should the Student be a minor) on its systems. The name, age, likeness, responses, quotes, written transcripts, and recordings may be used for any purposes whatsoever by Upstream. Upstream has the right and may allow others outside of Upstream to use and/or edit any responses, written transcripts, quotes, video, or sound recordings at the Upstream’s discretion. All right, title, and interest in the responses, quotes, transcripts, video, and sound recordings belong solely to Upstream. By executing this form, the Student (and any parent or guardian of the Student should the Student be a minor) hereby consents to and authorizes Upstream to communicate directly with the Student via phone, text, email, or other method.
6. **Blog Posts.** Certain students that participate in an interview for Upstream’s blog may receive gift

cards or electronic gift cards from Upstream to show gratitude for their participation.

7. **Release.** By executing this Form the Student identified below (and any parent or guardian of the Student should the Student be a minor) hereby release and forever discharge Upstream and the officers, agents and employees of Upstream from any and all claims, demands, rights and causes of action of whatever kind that the Student identified below (and any parent or guardian of the Student should the Student be a minor) may have, or may be caused by or arising from Upstream's exercise of the rights granted hereunder and the use of responses, quotes, written transcript, and video and sound recordings discussed herein including all claims for libel and invasion of privacy or infringement of rights of copyright and publicity.
8. **Contractor.** If the Student is accepted into Upstream's Student Task Force, the Student identified below (and any parent or guardian of the Student should the Student be a minor) agrees that Student (and any parent or guardian of the Student should the Student be a minor) shall enter into a separate contractor agreement with the Student to memorialize and govern such participation.
9. **Acknowledgment.** By executing this Form, the Student identified below (and any parent or guardian of the Student should the Student be a minor) acknowledge and agree to the terms contained herein. The Student identified below (and any parent or guardian of the Student should the Student be a minor) acknowledges that Student (and any parent or guardian of the Student should the Student be a minor) are fully aware of the contents of this Form and neither the Student or any parent or guardian of the Student, should the Student be a minor, are under any disability, duress, or undue influence at the time of executing this Form.
10. **Questions.** If you have any questions about the submissions, the Form, or anything else related to Upstream or the project, please reach out to tessa@upstreamedu.org.

Student: _____
(Print)

Student's Signature: _____
(Sign – If 18 or older)

Parent/Guardian Signature: _____
(Sign – If Student is under 18)

Student/Parent/Guardian Phone Number: _____

Student/Parent/Guardian Email: _____

Date: _____