

## RESEARCH STUDY CONSENT AND LIABILITY RELEASE

I grant and assign to Target Corporation and its affiliates, including any subsidiaries, agencies, successors and assigns (collectively, "**Target**") the following rights and agree to the following terms and conditions in connection with the study **Kit Fit/Scanning Study** ("**Study**").

**1. Right to Record.** I grant Target the following rights and use as follows:

- I grant the right to film, live stream, photograph or otherwise record or document me, my appearance, name, performance, likeness, image, voice, actions, statements, conversations, remarks, speeches, and vocal, musical or instrumental sounds or sound effects made, rendered or performed by me on film, video, motion pictures, live streaming, photographs, sound records, digital recording devices or by any other means of fixation or recording in any media formats (whether now known or developed in the future) (collectively, "**Recordings**").
- I grant the right to use the Recordings, in whole or in part, in any materials, research, or study created for or by Target, however manifested or embodied (collectively, "**Works**") for an unlimited number of times, throughout the universe and in perpetuity, without condition or limitation, and with or without attribution or credit to me, and to edit, alter, quote, paraphrase and modify the same.
- I assign to Target all right, title and interest that I may have, of any nature, in and to the Recordings and the Works without limitation or condition, and represent and warrant that I shall have no rights in and to such Recordings and Works.
- I understand and agree that Target has no obligation to use the Recordings or the Works, or to make use of any of the rights granted in this Study. Target is not obligated to submit to me for approval any Recordings or Works, and that Target may freely alter, distort and create illusory effects in connection with use of the Recordings, in whole or in part.

**2. Release.** I for myself, my successors, heirs, assigns, executors, administrators, spouse and next of kin:

- I warrant that I am in good health and have no existing physical or psychological condition that would prevent me from safely participating in the Study;
- I acknowledge that participation in the Study involves the possible risk of injury, and I freely assume those risks.
- I warrant that I am in good health and have no existing physical or psychological condition that would prevent me from safely participating in the Study.
- I agree to release Target and any of its respective officers, directors, shareholders, employees, agents, contractors and representatives ("**Target Parties**"), from any claim of any kind or nature whatsoever arising from the grant of rights in this Study. I agree that I will not now or in the future assert or maintain any such claims against the Target Parties.
- Agree to release, defend, indemnify and hold harmless Target Corporation, and its affiliates, including any subsidiaries, agencies, successors or assigns and the directors, officers, shareholders, employees, contractors and agents thereof (collectively "**Target**"), from any and all responsibility or liability for injuries or damages incurred as a result of my participation in the Study, including injuries or damages resulting from negligence on the part of Target. However, nothing in this release should be construed to release any entity, including Target, from liability for willful, wanton or intentional acts, and nothing in this release shall be construed to alter or extinguish any rights I may have to recovery pursuant to the workers' compensation laws of any state, and nothing in this Study shall limit my ability to file a charge or a claim with any governmental entity.

**THIS DOCUMENT RELEASES TARGET CORPORATION AND ITS RESPECTIVE AFFILIATES AND SUBSIDIARIES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS AND AGENTS, FROM LIABILITY FOR INJURY, WRONGFUL DEATH, AND/OR PROPERTY DAMAGE AS SET FORTH HEREIN. I HAVE READ THIS DOCUMENT AND UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS AND ASSUME ALL RISKS BY SIGNING IT AND I SIGN VOLUNTARILY.**

**3. Confidential.** I will keep my participation confidential as follows:

- I understand that information I receive in connection with the Study and any other non-public information that I receive about Target or its products, is confidential information. I will not disclose such confidential information, including my participation in the Study, to any third party without Target's written consent, unless required by law or legal process.

**4. Consideration.** I am a Guest:

- I agree that my participation in this Study is as a Target guest and that my participation is voluntary. I acknowledge that participation in all aspects of the Study is entirely voluntary and that I am doing so on my own initiative and for my own benefit and purposes, and I expect no remuneration, monetary or otherwise, in exchange for my participation.

**5. Governing Law.** I agree that the laws of the State of Minnesota, without regard to Minnesota's choice-of-law principles, govern all matters arising out of or related to this Study.

I understand and am satisfied that I have received full consideration for the rights I have granted in this Study and Target is not obligated to pay me any additional compensation. I have read this Study and understand and agree to its terms. I hereby warrant and represent that I am of legal age to consent and that I have the authority to grant to Target the rights granted herein. I hereby release Target from any liability arising out of the exercise of the rights granted by this Study.

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**If the person is not yet 18 years old, complete the following information:**

I, the undersigned, warrant that I am the PARENT or LEGAL GUARDIAN (circle applicable one) of the above-named person, a minor, and that I have full authority to authorize this Study which I have read and approved. I release Target from any liability arising out of this Study. I further agree to defend, indemnify and hold harmless Target for any claim brought on behalf of the above-named minor, for any alleged damages or injury incurred during the Study or within the scope of this Study.

Parent/Guardian Name (print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_