



**LIKENESS AND TESTIMONIAL RELEASE**

**NAME: Flint Hills Resources**

**PROJECT: 2024 Flint Hills Resources Discovery Scholarship**

1. In consideration of the mutual promises and covenants hereinafter set forth, I hereby voluntarily and freely consent and agree to the following. I certify and represent that I am of full legal age and have every right to contract on my behalf. I have read, or have had read to me, this Release and have had the opportunity to ask questions and fully understand the meaning and effect thereof, and intending to be legally bound I have signed this Release.

2. I hereby irrevocably grant to Koch Industries, Inc. and its shareholders, subsidiaries, affiliates, and their respective successors, assigns, and designees (collectively, the "Company") the right and permission to film, photograph and otherwise record, copyright, use, re-use, edit, publish and re-publish in perpetuity throughout the universe, and in all now known and hereafter existing media, and in any language, my physical likeness, appearance, voice and any other indicia of my identity ("Likeness"), in connection with the exhibition, exploitation, advertising, marketing, sales, promotion or any other purpose whatsoever related to the Project and any other future projects.

3. This Release is granted on an irrevocable, royalty-free, worldwide, perpetual, and unrestricted basis.

4. This Release includes my consent to use my Likeness and my testimonial, in Company's sole discretion, including, without limitation, a photograph, picture, artistic rendering, silhouette or any other reproduction by photograph, film, digital image, tape, print or any other media now known or hereafter created.

5. I warrant and represent that this Release does not in any way conflict with any existing commitment.

6. This Release is effective worldwide and is not limited in territory in any way. I represent that the consent of no other person, firm, corporation, or labor organization is required to enable Company to use my Likeness as described herein and that such use of my Likeness shall not violate the rights of any third parties.

7. I acknowledge that nothing herein requires Company to use my Likeness in any way.

8. I acknowledge and agree that the Likeness may be edited or distorted in any way. I waive any right that I may have to inspect or approve any materials incorporating the Likeness, including but not limited to any packaging, any advertising copy, or any other printed or digital matter that may be used in connection therewith or the use to which it may be applied.

9. I acknowledge and agree that Company will rely on this Release, potentially at substantial cost to it, and I hereby release, hold harmless, and forever discharge Company from any and all claims, defenses, demands, causes of action, controversies, damages, losses, costs, expenses, and all other liabilities whatsoever, in connection with the subject matter of and issues related to the use of my Likeness.

10. Prior releases executed on my behalf shall remain in effect through the execution of this Release. The terms of this Release shall apply going forward from the date hereof. This Release cannot be modified except by a writing signed by each party.

11. This Release and all matters related to this Release are governed by and shall be construed in all respects according to, the substantive laws of the State of New York.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Legal Guardian Signature (if Talent is under 18): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address : \_\_\_\_\_

Phone: \_\_\_\_\_