

**THE FRESH UP BY AMERICAN EAGLE
RECORDING RELEASE AND WAIVER OF LIABILITY**

RECORDING RELEASE

By entering, attending or otherwise participating in The Fresh Up By American Eagle, I hereby understand and acknowledge that I may be photographed, videotaped or otherwise recorded (collectively, "Photograph" or "Photographed"), and that any Photograph using my likeness (collectively, "Recordings") will become the sole property of American Eagle Outfitters, Inc. ("Company") and will not be returned to me.

I hereby grant to Company, and any of its licensees, assignees, entities, affiliates, brands, international franchisees and partners, and third-parties as determined by Company (collectively, "Licensed Parties"), the irrevocable right to Photograph me, and to use, display and distribute such Recordings (and/or my name, picture, portrait, image, actions, likeness, appearance, physical dimensions, voice, performance, biography, background, statements, and social media handles) (collectively, "Materials") in perpetuity in any and all forms, media, and devices, for any purpose whatsoever, as determined by Company, including but not limited to use and/or display in Company stores, or in any Company advertising or marketing materials whatsoever, without compensation to me. I also understand, acknowledge, and agree that Company may place Recordings and/or the Materials on the internet, in any and all forms, for any purpose whatsoever, in perpetuity, as determined by Company, including but not limited to social media sites, websites and any other digital media channel whatsoever, internal and/or external trainings, without compensation to me.

I hereby waive the right to inspect or approve any use of such Recordings and/or the Materials. Additionally, I waive any right to royalties or other compensation arising or related to the use of any such Recordings and/or the Materials. There is neither a time limit on the validity of this release nor any geographic limitation on where such Recordings and/or the Materials may be distributed.

I hereby release, acquit and forever discharge Company and its agent, MKTG, Inc. from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use of such Recordings of me, including but not limited to any claims for invasion of privacy, right of publicity, appropriation of likeness, or defamation.

WAIVER OF LIABILITY

By entering, attending, or otherwise participating in the Event and/or participating in any activities offered within (including but not limited to any design or design-related activities) or interacting with any elements, products, machinery, or props offered within (including but not limited to use of any design or design-related instruments or machinery), you hereby understand and acknowledge that: **(a) YOU ARE ENTERING AND/OR PARTICIPATING AT YOUR OWN RISK; (b) YOU HAVE RECEIVED AND REVIEWED A COPY OF THE COMPANY'S COVID-19 GUIDELINES; (c) YOU WILL COMPLY WITH THE COVID-19 GUIDELINES AT ALL TIMES DURING YOUR ENTRANCE AND/OR PARTICIPATION IN THE EVENT; and (d) YOU HEREBY WAIVE ALL CLAIMS OF LIABILITY (INCLUDING BUT NOT LIMITED TO PHYSICAL INJURY, DEATH, ILLNESS, AND PROPERTY LOSS OR DAMAGE) IN CONNECTION WITH YOUR ENTRANCE AND/OR PARTICIPATION (AND ANY/ALL ACTS THAT TAKE PLACE WITHIN THE EVENT).**

Severability: Participant expressly agrees that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the United Kingdom and Greater London, city of London, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Furthermore, by signing below you hereby expressly indemnify, release, discharge and hold harmless the Company, and any and all of its entities, subsidiaries, employees, directors agents and assigns (collectively "Indemnified Parties") from any and all liability, claims, causes of actions, demands, obligations, damages, costs, expenses, fees, rights and/or losses of any kind, whatsoever, now known or later discovered, regardless of any pre-existing condition or circumstance. For avoidance of doubt, the indemnity contained in this paragraph will apply even if an injury is caused in whole or in part by the ordinary negligence or strict liability of the indemnified parties. Company reserves the unconditional right, at any time in its sole discretion, to refuse service and/or to ask you to leave the Event.

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SIGNATURE PAGE**

By signing this Recording Release and Waiver of Liability, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby warrant that I am eighteen (18) years old or more and competent to contract in my own name or, if I am less than eighteen years old, that my parent or guardian has signed this release form below. This release is binding on me and my heirs, assigns and personal representatives.

Printed Name _____

Signature _____

Date _____

If under eighteen (18) years old, the following section must be completed:

I have read and I understand this document. I understand and agree that it is binding on me, my child (named above), our heirs, assigns and personal representatives. I acknowledge that I am at least eighteen (18) years old and that I am the parent or guardian of the child named above.

Parent's Full Name _____

Parent's Signature _____ Date _____