

ENERGY NORTHWEST
OPT-IN OR OPT-OUT
USE OF EMPLOYEE LIKENESS AGREEMENT

I, (printed name) _____ understand I have certain rights under the Revised Code of Washington Chapter 63.60 concerning the use of my name, voice, signature, photograph, and likeness (collectively referred to as “My Likeness”). I further understand that if I do not select one of the options below, Energy Northwest (“EN”) will treat it as my consent to permit and authorize EN and its employees, agents, and personnel who are acting on behalf of EN to use My Likeness. If, at any time, I wish to change my preference concerning the use of My Likeness, I will need to submit a new EN Opt-In or Opt-Out Use of Employee Likeness Agreement. *Please select one option below.*

Option 1: Opt-In

I, **do** wish to permit and authorize EN and its employees, agents, and personnel who are acting on behalf of EN to create and/or obtain and use My Likeness for purposes related to the mission of EN, including internal communications, publicity, marketing, and promotion of EN and its various programs without compensation to me.

I understand My Likeness may be copied and distributed by means of various media, including, but not limited to, newspapers, television broadcasts, video presentations, simultaneous television, rebroadcast, radio distribution or retransmission, news bulletin, mail-outs, advertisement, including but not limited to billboards or signs, brochures, placement on EN or websites, other electronic delivery, or publications. I acknowledge that EN has the right to make one or more photographs, audio recordings, videotape or disk presentations, or other electronic reproductions of My Likeness.

I waive any right to inspect or approve the finished product, or material in which EN may eventually use My Likeness.

I acknowledge and agree that EN will have the right to register, in the name of EN, the copyrights in My Likeness and that EN, and others with EN consent, will have the right to use My Likeness in any manner, at any time, and for any purpose whatsoever. This Agreement shall be binding upon my heirs, successors, assigns, and legal representations.

I understand that, although EN will endeavor to use My Likeness in accordance with standards of good judgment, EN cannot warrant or guarantee that any further dissemination of My Likeness will be subject to EN’s supervision or control. Accordingly, I release and discharge EN and any of its employees, officers, affiliates, licensees, assigns, agents, customers, suppliers, from any and all liability related to the dissemination, reproduction, distribution, and/or display of My Likeness in print, broadcast, Internet, intranet or any and all other media (whether related to copyright, right of privacy, right of publicity, performer rights, tort, contract, statute or otherwise), and any alteration, distortion or illusionary effect of My Likeness, whether intentional or otherwise, in connection with said use. I also understand that I may not withdraw my consent for use of My Likeness which was released based on this authorization.

Nothing herein shall be construed to create, alter, amend, or affect any employment agreement, express or implied, I have with EN. Finally, I understand and agree that EN will not compensate me for the use of My Likeness as described in this Agreement.

Option 2: Opt-Out

I, **do not** wish for EN to record or use My Likeness on any medium including, but not limited to video, audio, or photographs (collectively “recordings”) for use in any form including, but not limited to print, websites, blogs, or the Internet. I understand EN will make reasonable efforts to comply with my request. I further understand I am not entitled to, and will not receive, compensation from EN for recordings of My Likeness. If I become aware of a recording of My Likeness, I will immediately notify EN Public Affairs in writing. Public Affairs will then make reasonable efforts to remove My Likeness from the recordings. However, I understand EN may make recordings of My Likeness for security purposes without compensation to me and I cannot Opt-Out of these recordings. I agree to release and discharge EN and any of its employees, officers, affiliates, licensees, assigns, agents, customers, suppliers, from any and all liability related to recordings of My Likeness.

I have read and understand the conditions of this Agreement as indicated by my signature below or electronic signature.

Signature

Witness Signature

Printed Name

Printed Name of Witness

Employee Number

Date