

LIKENESS AUTHORIZATION AND RELEASE

Event: _____ Date: _____ (“Activity”)

I hereby permit and authorize PetSmart LLC and PetSmart Charities, Inc., and each of their parents, subsidiaries and affiliates (hereinafter, collectively, “Company”), and its employees, agents and representatives who are acting on behalf of Company to create or obtain and use my name, voice (either written or audio), and/or image or the name, voice (either written or audio) and/or image of my pet and/or my child(ren) (“Likeness”) for the purpose of advertising, publicizing or marketing its business or for any other commercial or lawful purpose, and without compensation to me. I hereby permit and authorize Company to use, reuse, edit, alter, copy, exhibit, publish, display, distribute or broadcast my Likeness at any time by means of any media, including in print, video presentations, television, radio and satellite transmissions or rebroadcasts, news bulletins, mailers, billboards or signs, brochures, website placements, live video for television and/or social media, podcasts or other digital delivery, including, but not limited to email, push notifications or social media, or other publications (“Media”), in all cases, without a requirement to notify me.

I waive any right of privacy associated with my, my child(ren) or my pet’s Likeness in connection with the Media as well as the right to inspect or approve the finished product, including written or electronic copy, wherein my or my pet’s Likeness appears. I understand and agree that the Media is the property of Company

I, on behalf of myself, my child(ren), and my pet(s) named below, and each of our personal representatives, heirs and assigns do hereby release, waive, discharge and covenant not to sue Company (including negligence) resulting in personal injury, accidents or illnesses (including death), and property loss arising from but not limited to, participation in the Activity. Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. **I have read this paragraph and know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby assert that my, my child(ren) and my pet(s) participation is voluntary and that I knowingly assume all such risks.** I hereby hold harmless and release and forever discharge Company from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I agree that in no event will I be entitled to rescind this Release or to seek injunctive or any other equitable relief, or to interfere in any way with the development, production, distribution, promotion or other exploitation of the Media. I agree that this Release constitutes the entire agreement between me and Company with respect to the subject matter hereof and supersedes all other communications, whether written or oral and that this Release may be modified or amended only by a writing signed by me and Company. This release and the rights hereunder may be freely transferred or assigned by Company, but may not be assigned by me in any fashion. This Release is governed by and will be construed in accordance with the substantive laws of the State of Arizona without regard to principles of conflicts of law.

I am 18 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

Signature

Date

Name of Child(ren) (if applicable)

Signature (Parent or Legal Guardian if under 18 years of age)

Date

Printed or Typed Name

Phone

Address

City, State, Zip Code

Name of Pet

Breed of Pet