

SMITH & WESSON BRANDS, INC.
Photo / Video / Copyrightable Works / Publicity Release

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, I, the “Participant” identified below, hereby grant to Smith & Wesson Brands, Inc. and its affiliates, subsidiaries or successor corporations, and to their respective officers, directors, servants, employees, agents, representatives, contractors, licensees and assigns (collectively the “Company”), the following rights and permissions:

1. The irrevocable and unrestricted right and permission, to use and re-use (or to refrain from any such use), including to license and/or assign such rights and permissions to third parties, copyright, trademark, publish, republish, reproduce, broadcast, digitize, alter, modify, or any other present or future method of communication, reproduction or use (collectively “Use”), any and all photographs, digital or video images, drawings or renderings, audio reproductions, name and likeness of myself and all of my property (real or personal, including home, business, clothes, jewelry, glasses, etc.) and or personal information provided to the Company, in whole or in part, in conjunction with or without my own name (or a fictitious name), or any material based thereon, or that I have provided to the Company (including, without limitation, for entry into or participation in a Company-sponsored contest, sweepstakes, or give-a-way), or original works of (including, but not limited to literary, dramatic, musical, or artistic works) I have created, or derived from any part of the foregoing (collectively “Materials”), in any present or future manner or media of communication whatsoever including, but not limited to, print, television, advertising, promotional publicity, Internet, trade, editorial or other means, throughout the universe, in perpetuity.

2. I hereby waive and relinquish any right that I may have to examine or approve any Use of the Materials or any advertising or promotional copy or other printed matter that may be used in connection with or derived from the Materials. I understand that the Company reserves the sole editorial discretion over the Use of the Materials, and that the Company (or its licensees and assigns) may alter the Materials, either intentionally or unintentionally, by virtue of blurring, distortion, alteration, optical illusion, or use in a composite form or other methods.

3. I agree that the Materials and anything derived from the Materials are owned solely by the entities that generated and/or commissioned the Materials. All value and goodwill arising from the Materials, or the Company’s Use of the Materials, shall accrue solely to the Company and its assigns for Use as they see fit.

4. I hereby irrevocably release the Company from any and all claims of liability, known or unknown, of any nature or kind, including, without limitation, claims for invasion of any personal or property right which I may have, or which my heirs, executors, administrators and assigns hereafter may have, including without limitation, claims based on invasion of privacy, defamation, false light, commercial appropriation or use of name, likeness, voice or picture, emotional distress, right of publicity or copyright, for any matter whatsoever arising out of the Use of the Materials, including reasonable editing of any written personal information that I provide to the Company.

5. This Photo / Video / Publicity Release is governed by the laws of the Commonwealth of Massachusetts, without regard to its choice of law principles. Any disputes arising out of this agreement may only be resolved in the state and federal courts located in Springfield, Massachusetts.

6. I hereby represent and warrant that: (a) I am over the age of majority and have the right to contract in my own name (or my parent/legal guardian may do so on my behalf); (b) I have read this Photo / Video / Publicity Release prior to execution; (c) I understand the contents thereof; and (d) this Photo / Video / Publicity Release does not in any way conflict with any existing commitment or agreement I may have. This Photo / Video / Publicity Release agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, personal representatives, administrators, executors and assigns, to the fullest extent permitted by law.

Participant Name (Print): _____ Date: _____

Participant Signature: _____ Participant Age: _____

Participant Address:

City: _____ State: _____ Zip: _____

If Participant is under eighteen (18) years of age, Participant's parent or legal guardian must complete the section above and the section below, indicating that the parent/legal guardian of the minor Participant has read and agreed to the terms of this Photo / Video / Publicity Release Form for and on behalf of the minor Participant:

Name of Parent/Legal Guardian (Print): _____

Parent/Legal Guardian Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

For SWBI use only:

Event: _____

Date: _____