# MULTIMEDIA RELEASE AND AUTHORIZATION, RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“AGREEMENT”)

In consideration of your participation in the 2019 World Pride March event (“Event”), organized by Heritage of Pride, Inc. (“Event Organizer”) to be held in New York City on June 30th, 2019, with Nomura Holding America Inc. (“Nomura”) and/or its Affiliates participating as a Bronze Sponsor to the Event which gives Nomura, among other things, ability to have a marching parade float at the Event (“Activities”), the undersigned, on behalf of himself or herself, his or her personal representatives, heirs and next of kin:

1. HEREBY RELEASES, WAIVES AND COVENANTS NOT TO SUE NOMURA, and/or its Affiliates and their respective officers, directors, employees, or agents (collectively, the “Releases”), with respect to any and all liability to the undersigned or his or her personal representatives, heirs and next of kin of any kind whatsoever, for any and all loss or damage, and any claim relating to DAMAGE to property, or any physical or emotional injury, including serious bodily harm, paralysis, or death, arising out of or related to and/or my participation at the EVENT and/or the activities whether caused by the actions of the Releasees or otherwise;

2. HEREBY acknowledges that the EVENT and/or the activities may BE inherently dangerous, perilous, hazardous, or unsafe and involve both known and unanticipated risks which could result in the damage or destruction of property, and physical or emotional injury, including serious bodily harm, paralysis, or death, and ASSUMES FULL RESPONSIBILTY FOR ANY RISK OF PROPERTY DAMAGE, BODILY INJURY, PARALYSIS OR DEATH ARISING OUT OF OR RELATED TO THE EVENT WHETHER CAUSED BY THE ACTIONS OF THE RELEASEES OR OTHERWISE;

3. HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES, and each of them, FROM ANY LOSS(ES), LIABILITY(IES), DAMAGE(S) OR COST(S) they may incur as a result of OR RELATED TO the undersigned’s participation in the EVENT AND/OR the activities;

4. HEREBY AGREES TO FOLLOW ALL SAFETY PRACTICES AND PROCEDURES INSTRUCTED BY EMPLOYEES OR AGENTS OF NOMURA OR OF THE EVent ORGANIZER, AS APPLICABLE, FOR THE EVENT, INCLUDING, BUT NOT LIMITED TO, REFRAINing FROM ANY USE OF ALCOHOL OR DRUGS PRIOR TO OR DURING THE EVENT;

5. HEREBY PERMITS NOMURA AND ITS AGENTS TO SUPPLY EVENT ORGANIZER WITH YOUR NAME AND WORK EMAIL ADDRESS FOR ANY NECESSARY CONFIRMATION AND/OR COMMUNICATION RELATED TO THE PARTICIPATION IN THE EVENT; AND

6. HEREBY GIVE MY CONSENT AND AUTHORIZATION TO THE REALEASEES, TO TAKE, USE, MAKE ALTERATIONS TO, COPYRIGHT, PUBLISH, USE, DISSEMINATE, AND/OR PUBLICLY DISPLAY PHOTOGRAPHS AND/OR VIDEO RECORDINGS OF ME, MY RELATIVES AND CHILDREN IN CONNECTION WITH THE EVENT AND/OR THE ACTIVITIES FOR NOMURA’S OR ITS AFFILIATES’ ADVERTISING, MARKETING, PUBLIC RELATIONS, PUBLICITY, COMMERCIAL OR OTHER BUSINESS PURPOSES. I ACKNOWLEDGE AND AGREE THAT SUCH PHOTOGRAPHS AND/OR VIDEO RECORDINGS MAY BE USED SINGULARLY OR IN CONJUNCTION WITH OTHER PHOTOGRAPHS AND/OR VIDEO RECORDINGS, AND MAY BE EXHIBITED IN ALL DOMESTIC AND FOREIGN MARKETS. I ALSO ACKNOWLEDGE AND AGREE THAT THIRD PARTIES MAY USE AND/OR REPRODUCE SUCH PHOTOGRAPHS AND/OR VIDEO RECORDINGS WITH OR WITHOUT NOMURA’S OR ITS AFFILIATES’ CONSENT. I SHALL RECEIVE NO FURTHER REMUNERATION FOR THE USAGE OF MY, MY RELATIVES, AND/OR CHILDREN’S PHOTOGRAPHS AND/OR VIDEO RECORDINGS AS CONTEMPLATED HEREBY. IN ADDITION TO AND NOT IN LIEU OF THE FOREGOING, I HEREBY RELEASE NOMURA, AND COLLECTIVELY THE RELEASEES, NOMURA’S APPOINTED ADVERTISING AGENCIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS AND EMPLOYEES, FROM ALL ACTIONS, CLAIMS, DEMANDS, OBLIGATIONS, LIABILITIES, EXPENSES AND INCONVENIENCES OF ANY NATURE AND DESCRIPTION WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE USE OF SUCH PHOTOGRAPHS AND/OR VIDEO RECORDINGS OF ME, MY RELATIVES, AND/OR CHILDREN INCLUDING, BUT NOT LIMITED TO, INFRINGEMENT OF THE RIGHT OF PUBLICITY AND INVASION OF PRIVACY. I HEREBY WAIVE ANY AND ALL RIGHTS OF PUBLICITY, PRIVACY, COPYRIGHT (INCLUDING MORAL RIGHTS) OR OTHER INTELLECTUAL PROPERTY RIGHTS RELATED TO THE USAGE OF MY, MY RELATIVES, AND/OR CHILDREN’S PHOTOGRAPHS AND/OR VIDEO RECORDINGS AS CONTEMPLATED HEREBY. I HEREBY REPRESENT THAT I HAVE THE NECESSARY CONSENT, AUTHORITY AND/OR PERMISSION FROM MY RELATIVES AND ON BEHALF OF THE CHILDREN LISTED BELOW TO PROVIDE THE CONSENT AND AUTHORIZATION PROVIDED IN THIS WAIVER ON THEIR RESPECTIVE BEHALF.

THE TERM “CHILDREN,” WHEN USED THROUGHOUT THE AGREEMENT, SHALL REFER TO THE CHILD OR CHILDREN NAMED BELOW WHETHER THE UNDERSIGNED IS HIS/HER PARENT OR LEGAL GUARDIAN.

The provisions of this Agreement are severable, whereby if any provision shall be held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement shall not in any way be affected or impaired.

For the purposes of this Agreement, “Affiliate” shall mean an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a party. For this purpose, one entity “controls” another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

This Agreement shall be interpreted and enforced under the laws of the State of New York, without regard to conflict of laws principles. Any legal action in connection with this Agreement shall be brought or maintained in the federal and/or state courts sitting in New York county.

I have carefully read this “Multimedia Release and Authorization, Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement” and fully agree to its contents.

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

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name(s) of Relatives and Children: