

APPEARANCE RELEASE (Non-Genentech Employee, Minor)
Photograph/Video & Testimonials Program

Genentech, Inc. (“Genentech”) periodically undertakes a Corporate Patient Photography & Testimonials Program (the “Program”). The Program will include information about Genentech’s products, as well as videos and/or individual and group photographs, including but not limited to videos and/or photographs of individuals who may be friends or family members of Genentech employees. By signing this Minor Appearance Release (“Release”), the undersigned, as the parent or legal guardian of the minor identified below (“Minor”), is agreeing to grant Genentech certain rights, including but not limited to the right to record and photograph Minor, to use Minor’s name, likeness, and voice, and to use biographical and other information you or Minor may provide to Genentech, whether in connection with the Program or for other commercial and non-commercial purposes, all as set forth below.

AGREEMENT

For good and valuable consideration, including, without limitation, Minor’s potential inclusion in the materials associated with the Program and attendant publicity, I, on behalf of Minor, hereby grant to Genentech, its parents, subsidiaries, affiliates, successors, assignees, grantees and licensees (“Genentech Parties”), the right and permission to take motion and still pictures of Minor and to record Minor’s voice and sounds (the “Recordings”). I further grant the Genentech Parties the right to use the Recordings, and any biographical or other information provided by Minor or me to Genentech (collectively, the “Material”), in printed, audio, film and video formats of every description in connection with illustrations, promotions, art, advertising, publicity, marketing, merchandising, or any other commercial or non-commercial purpose whatsoever, and in any and all media now known or hereafter devised. Genentech’s use of the Material may include but is not limited to the Program, and I authorize the Genentech Parties, on behalf of Minor, to use the Material in whole or in part and in any manner without restriction. The layout, nature and content of all materials and usages incorporating the Material shall be in the Genentech Parties’ sole discretion, and I agree that the Genentech Parties may alter, enhance, modify, edit, combine with other images, and otherwise change (“Editing”) the Material, which Editing may change Minor’s appearance. I understand and agree that Genentech is not obligated to use the Material in the Program or otherwise. I understand that other than the potential inclusion of the Material in the Program and attendant publicity, neither Minor nor I will be paid, and I waive any right to monetary compensation in connection with the Material and the rights granted under this Release. I further understand that Genentech will incur expenses in preparing the Recordings, is proceeding in reliance on this Release, and I will not revoke it.

I agree that Genentech shall be the exclusive owner of the Materials, and irrevocably assign to Genentech in perpetuity and throughout the world all right, title and interest in the Materials, and any portion thereof. The foregoing assignment includes the copyright in such Materials, and all extensions and renewals thereof, and the right to use and to license others to use, in any manner, in any media now known or hereafter devised, and an unlimited number of times, all or any portion of the Materials whether in connection with the Program or otherwise.

I understand and agree that Genentech’s use of the Materials may include (i) videos or still photographs and biographical or other information of Minor that may disclose Minor’s identity, name, likeness and biographical information, and (ii) Minor’s relation to Genentech and/or a Genentech employee.

On behalf of Minor, I hereby release and covenant not to sue the Genentech Parties and anyone using the Recordings or the Material pursuant to the rights granted under this Release from any and all claims, demands, damages, obligations, liabilities, losses, costs and expenses, whether for defamation, libel, violation of right of privacy, right of publicity, violation of copyright, or any other claim which I or Minor now have or may hereafter have by reason of (i) the creation or use of the Recordings or the Material whether in connection with the Program or otherwise, (ii) the Editing or change in quality of the Recordings or the Material, or any portion thereof, whether intentional or unintentional, and (iii) any other legal theory whatsoever arising out of or in connection with this Release or the rights granted to the Genentech Parties hereunder.

This release constitutes the entire agreement between Minor, myself and Genentech with respect to the subject matter hereof and supersedes any prior agreements or other oral or written communications concerning the subject matter hereof. If any term, provision or covenant of this Release shall be held invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated. This Release shall be interpreted in accordance with the laws of the State of California without giving effect to its conflict of law rules.

I certify that I am at least 21 years of age, am Minor’s parent or legal guardian, have the legal right, power and authority to sign for myself and grant the rights granted hereunder. I represent and warrant to Genentech that its use of the Materials will not violate the rights of any third party, including without limitation copyrights.

THIS IS AN AUTHORIZATION AND RELEASE. I AGREE THAT I HAVE READ AND UNDERSTOOD ITS CONTENTS AND BY SIGNING BELOW I AM VOLUNTARILY ENTERING INTO THIS AGREEMENT.

Signature

Date

Parent or Guardian Printed Name

Minor Printed Name