

CONSENT AND RELEASE

(Minors)

I am the parent or legal guardian of the minor, _____ (“Minor”), and have the legal authority to execute this Consent and Release on behalf of the Minor and make the grant of rights described below. Pursuant to this Consent and Release, Schwab (or others working on Schwab’s behalf) may record the Minor’s voice and/or Minor’s image as, which, along with the Minor’s name, picture, photograph, portrait, silhouette, and/or other reproductions of the Minor’s likeness shall be referred to as the “Image,” and/or use the quotes, statements, text, graphics, artwork or other content contributed by the Minor, with or without attribution to the Minor or me (collectively the “Content”). I, on behalf of myself and the Minor, hereby irrevocably agree and consent that Charles Schwab & Co. Inc., and its parent, and their respective affiliates, joint venturers, franchisees, and subsidiaries, if applicable, (“Schwab”), or others working on Schwab’s behalf, have the right to use, publish, display and/or exhibit the Minor’s Image and Content (together the “Material”) in connection with any advertising or promotional content, program, or material for Schwab and/or Schwab’s business and projects, or for any other lawful purpose.

Schwab may edit the Material and the Minor’s appearance as Schwab sees fit. Schwab is not obligated to make any use of the Material, or exercise any of the rights granted to Schwab by this Consent and Release.

Schwab shall have all right, copyright, title, ownership and interest in any and all results and proceeds from said use or appearance. The rights granted to Schwab in this Consent and Release are perpetual and include the use of the Material in any and all media worldwide in which all or part of the Image and/or likeness may be displayed — including, but not limited to, print advertisements, magazine, newspaper, Internet websites, webcasts, interactive media, broadcast and cable television, videocassettes, DVD, CD, CD-Rom, film and radio.

I, on behalf of myself and the Minor, expressly release Schwab, its agents, employees, licensees and assigns from and against any and all claims which I or the Minor have or may have for invasion of privacy, defamation, violation of any right to publicity, or any other cause of action arising out of production, distribution, publication, broadcast or exhibition of Schwab’s advertisements, promotions, content, programs and/or materials in which any portion of the Material appears.

I will ensure I have all rights and permissions necessary to grant Schwab the rights provided hereunder. I will indemnify, defend, and hold Schwab harmless from and against any claims, demands, damages, or expenses arising from any breach of the foregoing requirement.

This Consent and Release shall be governed and construed by the laws of the State of California. Any dispute arising out of, or in connection with, this Consent and Release shall be litigated in the County of San Francisco, State of California. This Consent and Release constitutes the complete agreement between Schwab and me in relation to the Materials, and supersedes any previous agreements, discussions, or undertakings with respect to the Materials.

This consent is given as an inducement for Schwab to potentially display the Material in its advertisements, promotional and other materials, and I understand that Schwab will incur substantial expense in reliance thereof. I have not been promised and neither I nor the Minor shall be entitled to monetary compensation in connection with Schwab’s use of the Material. I have read and understand the meaning of this Consent and Release and agree on behalf of myself and the Minor to its terms.

Parent/Guardian

Signature

Print Name

Date