

CONSENT AND RELEASE AGREEMENT

In consideration of the publicity I may enjoy, along with such other consideration the receipt and sufficiency of which is hereby acknowledged, I hereby grant to Sears Holdings Management Corporation, its affiliates, subsidiaries, agents, licensees, successors, assigns and any others acting with Sears Holdings Management Corporation's permission or under its authority (collectively "SHMC") the right and license throughout the world to record, reproduce, display, perform, broadcast, transmit, edit, retouch and otherwise use my picture, likeness, name and/or other depiction of myself and my biographical information (the "Publicity Rights") for use in connection with _____. I understand and agree that I will not be monetarily compensated for consenting to this use of my Publicity Rights. I also understand and agree that SHMC has no duty to use the Publicity Rights granted.

I agree that any picture, portrait, or other depiction of me is owned by SHMC and may be copyrighted in SHMC's name. If I should receive any print, negative or other copy thereof, I shall not use it or authorize its use by anyone else.

I hereby waive any right to inspect or approve of any usage of the Publicity Rights described above. Further, I hereby release and discharge SHMC and its related companies from any and all claims arising out of or under this Consent and Release Agreement, including, but not limited to, any claims for blurring, distortion, optical illusion or alteration or any claims for failure of SHMC to use the Publicity Rights.

I warrant and represent that (a) I have the full right and authority to enter into this Consent and Release Agreement; (b) I have not granted anyone else the exclusive right to use the Publicity Rights and (c) SHMC's use of the Publicity Rights shall not infringe or violate the rights of any third party.

I am eighteen (18) years of age or older, and understand and accept the terms of this Agreement:

Signed: _____

Printed Name: _____

Date: _____

If Participant is not yet twenty-one (21) years old, complete the following form:

I, the undersigned, hereby warrant that I am the _____* of _____, a minor, and have full authority to authorize the above Release which I have read and approved. I hereby release and agree to indemnify the SHMC from and against any and all liability arising out of the exercise of the rights granted by the above Consent and Release.

Signature of Parent or Guardian

Signed: _____

Printed Name: _____

Date: _____