

# **MINOR STUDENT RECORDING AND MEDIA RELEASE AGREEMENT**

## **CONSENT FOR AUDIO RECORDING, VIDEO RECORDING, PHOTOGRAPHY, AND EDUCATIONAL MEDIA USE**

Prepared for the Professional Educational Consulting Practice  
Dr. Nathan Hurwitz – College Admissions Consultant, Hurwitz Consulting, Limited Liability Company

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### **SECTION I**

#### **PREAMBLE AND PURPOSE OF AGREEMENT**

This Minor Student Recording and Media Release Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the undersigned parent or legal guardian (hereinafter referred to as the “Parent or Guardian”) acting on behalf of the minor student identified below (hereinafter referred to as the “Student”), and Dr. Nathan Hurwitz – College Admissions Consultant, Hurwitz Consulting, Limited Liability Company, including its officers, representatives, employees, contractors, agents, and affiliated educational consultants (hereinafter collectively referred to as the “Consultant,” the “Educational Consultant,” or the “Consulting Firm”).

The purpose of this Agreement is to establish clear authorization and informed consent for the recording, photographing, reproduction, and potential use of the Student’s likeness, voice, image, participation, and related educational activities during consulting sessions, workshops, instructional programs, online meetings, seminars, or other educational engagements conducted by the Consulting Firm.

The Consulting Firm provides educational consulting services that frequently involve individualized instructional sessions, academic coaching meetings, essay guidance consultations, group workshops, educational seminars, and other learning activities that may be conducted either in person or through electronic communication platforms.

In certain circumstances, the Consulting Firm may record audio, video, or visual images during such educational sessions for purposes that may include instructional review, internal training, quality assurance, educational development, archival documentation, or educational publication.

Because the Student is a minor individual under the age of legal majority, the Consulting Firm requires the informed written consent of the Parent or Guardian prior to making any recording or visual capture of the Student.

By executing this Agreement, the Parent or Guardian acknowledges that the Student may participate in sessions or educational activities during which audio recording, video recording, photographic documentation, or other forms of media capture may occur.

The Parent or Guardian further acknowledges that such recordings may include the Student's voice, likeness, image, participation in educational discussions, written work displayed during screen sharing, or other forms of student engagement occurring during consulting sessions.

The Parent or Guardian understands that this Agreement is intended to establish the rights, permissions, and limitations governing the recording and potential use of such materials.

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## **SECTION II**

### **IDENTIFICATION OF PARTIES**

Parent or Guardian: The individual signing this Agreement represents and warrants that he or she is the lawful parent or legal guardian of the Student identified herein and possesses the legal authority to grant consent on behalf of the Student.

Student: The minor individual who participates in educational consulting services provided by the Consulting Firm.

Consultant: Dr. Nathan Hurwitz – College Admissions Consultant, Limited Liability Company, including any authorized employees, agents, contractors, tutors, educational advisors, or representatives acting within the scope of their professional responsibilities.

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## **SECTION III**

### **CONSENT TO RECORDING**

The Parent or Guardian hereby grants permission for the Consultant to create audio recordings, video recordings, photographic images, screen recordings, or other forms of digital or analog media that capture the Student's participation in educational consulting activities.

Such recordings may occur during:

Individual consulting sessions.

Essay coaching sessions.

Academic advising meetings.

Group educational workshops.

Seminars or presentations conducted by the Consulting Firm.

Online video conferencing sessions conducted through digital platforms.

Educational demonstrations or instructional activities involving the Student.

The Parent or Guardian acknowledges that such recordings may include the Student's voice, image, likeness, participation in discussion, written materials displayed on screen, or other aspects of the Student's participation in educational activities.

The Parent or Guardian understands that recordings may occur through video conferencing software, audio recording equipment, digital cameras, screen capture systems, or other technologies utilized by the Consulting Firm in the course of providing educational services.

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## **SECTION IV**

### **PURPOSES OF RECORDING**

Recordings created pursuant to this Agreement may be used for the following purposes:

Reviewing consulting sessions to assist students in revisiting instructional material discussed during meetings.

Improving the quality and effectiveness of educational consulting services.

Training educational consultants and academic advisors employed or retained by the Consulting Firm.

Developing educational materials or instructional resources related to college admissions preparation.

Maintaining records of consulting sessions for administrative or documentation purposes.

The Consulting Firm shall exercise reasonable discretion in determining the appropriate use of such recordings within the scope of educational and professional purposes.

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## **SECTION V**

### **PERMISSION FOR EDUCATIONAL AND PROMOTIONAL USE**

Subject to the limitations contained within this Agreement, the Parent or Guardian grants the Consultant permission to use recordings or images of the Student for educational or informational purposes associated with the Consulting Firm's services.

Such uses may include, but are not limited to:

Internal educational training materials used to improve consulting practices.

Educational presentations regarding college admissions advising.

Illustrative examples used in teaching students about application strategy, essay development, or academic planning.

The Consulting Firm acknowledges that the use of student recordings for public promotional purposes shall be approached with sensitivity to student privacy.

When recordings are used for public educational materials or promotional publications, the Consulting Firm may take reasonable steps to protect student identity, including the omission of identifying information when appropriate.

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## **SECTION VI**

### **RIGHTS GRANTED TO THE CONSULTANT**

By signing this Agreement, the Parent or Guardian grants the Consultant a nonexclusive, perpetual, irrevocable right to record, reproduce, store, archive, display, and distribute recordings containing the Student's likeness or voice for the purposes described herein.

This authorization includes the right to:

Store recordings in digital archives maintained by the Consulting Firm.

Edit recordings for clarity, length, or instructional effectiveness.

Reproduce recordings in educational materials developed by the Consulting Firm.

Display recordings during instructional presentations or educational training sessions.

The Parent or Guardian acknowledges that such rights are granted without expectation of financial compensation.

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## **SECTION VII**

### **LIMITATIONS ON USE**

The Consulting Firm affirms that recordings involving minor students shall be handled with appropriate care and respect for privacy.

The Consultant shall not knowingly use recordings in a manner that:

Misrepresents the Student's identity or actions.

Subjects the Student to ridicule or embarrassment.

Violates applicable laws governing the protection of minors.

Exposes sensitive personal information unrelated to educational instruction.

The Consulting Firm shall exercise professional judgment when determining whether any recording is suitable for educational or public use.

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## **SECTION VIII**

### **STUDENT PRIVACY AND CONFIDENTIALITY**

The Consulting Firm recognizes that educational consulting sessions often involve discussion of personal academic goals, application strategies, family circumstances, or other private matters.

The Consultant shall make reasonable efforts to protect the confidentiality of such discussions.

Recordings that contain sensitive personal information may be restricted to internal review and educational purposes only.

The Consulting Firm shall not knowingly disclose confidential student information contained within recordings unless such disclosure is authorized by the Parent or Guardian or required by law.

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## **SECTION IX**

### **VOLUNTARY CONSENT**

The Parent or Guardian acknowledges that participation in recordings is voluntary and that the Student's participation in consulting services does not require the Parent or Guardian to grant permission for recordings beyond those necessary for internal educational purposes.

The Parent or Guardian has had the opportunity to review this Agreement and may ask questions regarding the nature of the recordings prior to granting consent.

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## **SECTION X**

### **NO FINANCIAL COMPENSATION**

The Parent or Guardian acknowledges that the Student shall not receive financial compensation for recordings or images created pursuant to this Agreement.

The Parent or Guardian further agrees that the rights granted to the Consultant under this Agreement are provided without expectation of royalties, licensing fees, or other financial remuneration.

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## **SECTION XI**

### **PARENTAL AUTHORITY AND LEGAL REPRESENTATIONS**

The undersigned Parent or Guardian represents and warrants that he or she is the lawful parent or legal guardian of the Student identified within this Agreement and possesses the full legal authority to grant the permissions described herein on behalf of the Student.

The Parent or Guardian further represents and warrants that:

The Student is a minor individual who has not yet reached the age of legal majority under the laws of the jurisdiction in which the Student resides.

The Parent or Guardian possesses the legal right and authority to consent to the recording, photographing, and use of the Student's likeness and voice for the purposes described in this Agreement.

No other parent, guardian, or custodian whose consent is legally required has withheld authorization for the permissions granted herein.

The Parent or Guardian agrees to indemnify and hold harmless the Consultant from any claims arising from a challenge to the authority of the Parent or Guardian to execute this Agreement on behalf of the Student.

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## **SECTION XII**

### **WAIVER AND RELEASE OF CLAIMS**

In consideration for the educational services provided by the Consultant and the opportunity for the Student to participate in educational consulting sessions, the Parent or Guardian hereby knowingly and voluntarily releases, waives, and discharges the Consultant from any and all claims, demands, liabilities, damages, actions, causes of action, costs, or expenses that may arise from or relate to the recording, photographing, reproduction, display, distribution, or use of recordings or images containing the Student's likeness or voice as authorized by this Agreement.

This release shall apply to all forms of media now known or hereafter developed, including but not limited to digital recordings, video recordings, photographic images, electronic publications, printed materials, online educational platforms, and instructional presentations.

The Parent or Guardian acknowledges that the Consultant's use of such recordings shall occur solely for legitimate educational, informational, or professional purposes consistent with the mission of the Consulting Firm.

The Parent or Guardian agrees that the Consultant shall not be liable for any claim related to the authorized recording or use of the Student's image or voice, provided that such use occurs in accordance with the terms of this Agreement.

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## **SECTION XIII**

## **STORAGE AND RETENTION OF RECORDINGS**

Recordings created pursuant to this Agreement may be stored by the Consultant in secure digital or physical archives maintained by the Consulting Firm.

Such storage may include secure electronic storage systems, encrypted cloud-based platforms, password-protected databases, or other data management systems used by the Consultant for the purpose of maintaining educational records.

The Consultant shall make reasonable efforts to ensure that recordings containing student participation are stored in a secure manner designed to protect against unauthorized access, disclosure, alteration, or destruction.

Recordings may be retained for an indefinite period of time for purposes that include educational reference, instructional development, administrative documentation, or archival preservation.

The Parent or Guardian acknowledges that digital storage technologies may evolve over time and that the Consultant may transfer archived recordings to updated storage systems when necessary to preserve data integrity.

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## **SECTION XIV**

### **DIGITAL SECURITY AND LIMITATIONS OF TECHNOLOGICAL CONTROL**

The Consultant shall take reasonable precautions to maintain the security of recordings and media files that contain student participation. Such precautions may include the use of password protection, secure digital storage systems, encryption technologies, and controlled access protocols.

However, the Parent or Guardian acknowledges that no technological system can guarantee absolute protection against unauthorized access, cyber intrusion, data breaches, or technological failures.

Accordingly, the Parent or Guardian agrees that the Consultant shall not be held liable for damages resulting from unauthorized access to stored recordings unless such access results from willful misconduct or gross negligence by the Consultant.

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## **SECTION XV**

## **RIGHT TO EDIT AND MODIFY RECORDINGS**

The Parent or Guardian acknowledges that recordings created pursuant to this Agreement may be edited or modified by the Consultant for purposes of clarity, length, educational effectiveness, or presentation quality.

Such editing may include:

Adjusting audio levels.

Removing pauses or interruptions.

Cropping visual images.

Combining excerpts from multiple recordings.

Adding captions or instructional commentary.

The Consultant agrees that any such editing shall not materially misrepresent the Student's statements, actions, or participation.

The Consultant shall exercise professional judgment to ensure that edited recordings remain respectful and accurate representations of the Student's participation in educational activities.

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## **SECTION XVI**

### **REVOCAION OF CONSENT**

The Parent or Guardian may request the withdrawal of consent for future recordings by providing written notice to the Consultant.

Upon receipt of such written notice, the Consultant shall make reasonable efforts to cease the creation of new recordings involving the Student.

However, the Parent or Guardian acknowledges that recordings created prior to the receipt of such notice may continue to be retained and used in accordance with the permissions granted under this Agreement.

Revocation of consent shall not require the Consultant to remove recordings that have already been incorporated into educational materials, archived instructional resources, or previously distributed publications.

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## **SECTION XVII**

### **LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the Parent or Guardian agrees that the Consultant shall not be liable for any indirect, incidental, consequential, or punitive damages arising from the recording or authorized use of the Student's likeness, voice, or participation.

The Parent or Guardian further agrees that the total liability of the Consultant, if any liability is established by a court of competent jurisdiction, shall not exceed the amount of fees paid by the Parent or Guardian for consulting services associated with the Student.

This limitation of liability shall apply regardless of the legal theory under which a claim may be asserted, including but not limited to claims arising under contract law, tort law, negligence, or statutory provisions.

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## **SECTION XVIII**

### **INDEMNIFICATION**

The Parent or Guardian agrees to indemnify, defend, and hold harmless the Consultant, including its officers, employees, contractors, agents, and representatives, from and against any claims, damages, liabilities, losses, costs, or expenses arising from:

Any misrepresentation made by the Parent or Guardian regarding legal authority to grant consent for recordings.

Any dispute between parents, guardians, or custodians regarding the authority to execute this Agreement.

Any unauthorized use of recordings by third parties that occurs without the knowledge or authorization of the Consultant.

Such indemnification shall include reasonable attorney fees, arbitration costs, and other legal expenses incurred by the Consultant in defending against such claims.

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## **SECTION XIX**

### **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles.

Any legal dispute arising from this Agreement shall be resolved in a court of competent jurisdiction located within the Commonwealth of Pennsylvania unless otherwise required by applicable law.

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## **SECTION XX**

### **SEVERABILITY**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable, or contrary to law, the remaining provisions shall remain in full force and effect.

The parties agree that any invalid provision shall be modified to the extent necessary to render it enforceable while preserving the original intent of the Agreement.

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## **SECTION XXI**

### **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties regarding the recording, photographing, and use of the Student's likeness or voice by the Consultant.

This Agreement supersedes any prior oral or written agreements, representations, or understandings relating to the subject matter described herein.

Any modification to this Agreement must be made in writing and signed by both parties.

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## **SECTION XXII**

# **ACKNOWLEDGEMENT OF VOLUNTARY EXECUTION**

By signing this Agreement, the Parent or Guardian acknowledges that he or she has carefully read and fully understands the terms contained within this Minor Student Recording and Media Release Agreement.

The Parent or Guardian further acknowledges that:

He or she has had sufficient opportunity to review the Agreement.

He or she understands the legal rights being granted to the Consultant.

He or she voluntarily agrees to the terms contained within this document.

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## **SECTION XXIII**

### **SIGNATURE AND EXECUTION**

This Agreement shall become effective upon the date of execution by the parties.

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#### **STUDENT INFORMATION**

Student Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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#### **PARENT OR LEGAL GUARDIAN**

Parent or Guardian Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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**CONSULTANT REPRESENTATIVE**

Consultant:

Dr. Nathan Hurwitz – College Admissions Consultant, Limited Liability Company

Authorized Representative Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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