Release and Indemnity

In consideration of being permitted to use the campus of NORTHWESTERN UNIVERSITY (“University”) and to photograph or otherwise visually record the property of the University, all as more fully set forth in the attached letter of intent, the undersigned hereby releases the University and its trustees, officers, employees, and agents of and from any and all liability whatsoever arising out of or in connection with its use of the campus and hereby indemnifies and holds harmless the University and its trustees, officers, employees, and agents of and from any loss, cost, damage, expense, injury, or death arising out of or in connection with its use of the campus (including, without limitation, claims based on alleged defamation or on infringement of rights to copyright, trademark, service mark, or other intellectual property) together with any legal expenses that may be incurred by the University in defending any such claim.

As security for, but not in limitation of, its obligation set forth above, the undersigned agrees to provide the University a certificate of insurance, naming the University and its employees and agents as additional insureds, providing for comprehensive liability insurance, including personal injury and property damage, in amounts not less than $3,000,000 per occurrence and $3,000,000 in the aggregate or a combined single limit of $3,000,000. The certificate shall state that coverage is primary for Northwestern University and shall be furnished five (5) days before the undersigned begins to use the campus.

In the event of any inconsistency between this Release and Indemnity and the attached letter of intent, this Release and Indemnity shall control.

_______________________________________________________________
Signature

_______________________________________________________________
Title

_______________________________________________________________
Witness or Attest

_______________________________________________________________
Date