

## CONSENT AND RELEASE

I hereby give my consent to Albertsons Companies Foundation and Albertsons Companies, Inc. and their affiliates, subsidiaries, divisions and banners as well as to their respective employees, agents, contractors, representatives, successors and assigns (collectively, "**Company**") to utilize:

(a) videotape and audio record of me either alone or together with others (hereinafter, the "**Recording**") and utilize such Recording as further described below; and

(b) photographs of me shown either alone or together with others in any format, including without limitation, in stills, film, electronic and/or digital formats ("**Photo(s)**") and utilize such Photo(s) as further described below.

For good and valuable consideration, the adequacy of which I hereby acknowledge, I grant to Company a worldwide, royalty-free, perpetual, sub-licensable, irrevocable right, permission, and license to use, reproduce, display, disseminate, print, publish, broadcast, produce, edit, incorporate, exhibit, distribute, and transmit via means now known or hereinafter developed, as well as to copyright, the Recording and the Photo(s) taken by Company or by others on behalf of Company, which may include my name, job title, likeness, portrait, pictures, images, voice, photographs, or photographic reproductions (still or moving, negative or positive, mechanical, digital or electronic), audio, statements, testimonials, quotes, presentation, performance, and contribution, in any and all media including, without limitation, Company's announcements, internal and external presentations, newsletters, advertising/marketing and collateral materials, flyers, in-store broadcasts and digital boards, brochures, external and internal websites, digital media, social media sites (e.g., Facebook, YouTube, Twitter, Pinterest, Instagram, etc.), and for the production of a commercial, promotional video or any other type of video and/or sound production and for any purpose whatsoever (commercial, promotional, publicity, or otherwise) as deemed appropriate by Company, in whole or in part, alone, mixed, duplicated or in conjunction or collection with other recordings and/or photographs, in any forms, media and versions, now known and hereinafter developed, as is or as otherwise altered or changed, at Company's sole discretion, by Company or others authorized by Company, without any restriction and without further compensation, except where prohibited by law.

I, for myself and on behalf of my heirs, executors and administrators hereby release, discharge and hold harmless Company and any persons and/or entities acting under its permission or authority from any and all claims, liabilities, or actions in law, including any and all claims for defamation, libel, copyright infringement, or violation of my right of publicity or privacy arising as a result of the use, production, reproduction, display, dissemination, printing, publication, broadcasting, and/or distribution of the Recording and/or the Photo(s) even if such Recording and/or Photo(s) are distorted, blurred, altered, or used in composite form that may occur or be produced in the process of recording, processing, or publishing the Recording and/or the Photo(s).

I hereby waive any right to inspect or review any Recording or Photo and agree that Company is not obligated to submit me any Recording or Photo for my approval. Furthermore, I acknowledge that Company is not obligated to use, produce, reproduce, display, disseminate, print, publish, broadcast, or distribute any Recording or Photo whatsoever, and that Recording and Photo(s) may be retained and archived by Company.

I understand and specifically waive any and all rights I may have under California Civil Code Section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

I agree that (i) any claim, controversy, or dispute arising under, in connection with, or related to

this Consent and Release Form shall be governed by the laws of the State of California, excluding its choice of law principles; and (ii) if any provision of this Consent and Release Form is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

I also agree that (i) this Consent and Release Form represents the entire understanding between me and Company regarding its subject matter and shall be binding on my legal representatives, heirs, successors and assigns; and (ii) as I shall not seek any compensation from Company in connection with the rights granted herein, no sum shall be due to me for execution of this Consent and Release Form and Company shall not be obligated to pay me or any third party any sum whatsoever, regardless of the time or method of any future use of the Recording and/or Photo(s) as well as my name, job title, likeness, portrait, pictures, images, voice, photographs, or photographic reproductions (still or moving, negative or positive, mechanical, digital or electronic), audio, statements, testimonials, quotes, presentation, performance, and contribution.

I represent and warrant that: (i) I am of the age of 18 years or older; (ii) have the right, power and authority to execute this Consent and Release Form; and (iii) I have no outstanding agreement or obligation that is in conflict with any of the provisions included herein and I will not enter into any such conflicting agreement in the future. By signing below, I agree that Company meets the written consent requirement of the California Civil Code Section 3344, and other similar federal, state, and common law right of publicity statutes and doctrines.