

Program/Project Title: _____ Guest/Participant Name: _____ (check one) Performance: ___ Interview: x MOS: ___ PRODUCER: _____ DATE: _____
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APPEARANCE RELEASE

This release is made to allow _____ ("Company") to include me as a guest/participant in a production and/or publication tentatively entitled _____ (the "Programming"). I am giving this release in consideration for Company allowing me to participate as a guest/participant in the Programming and I recognize that my signature on this release is a condition of Company permitting me to be a guest/participant in the Programming or both. I agree that Company may tape and photograph me and record my voice and conversation including quotes, paraphrases, sounds, and any performance of musical composition(s), for use in and in connection with the Programming (my "Participation"). I also understand and agree that this Programming is a non-guild production and there will be no residual or any other type of payment due in connection with my Participation. I acknowledge and agree that the Programming may contain information, statements, or representations ("Information") relating to me of a personal, private, disparaging, embarrassing and/or unfavorable nature, and that such Information may be summarized, edited, or modified in a manner that may be misleading or untrue. I further acknowledge that the Information may expose me, my family, and/or others to public ridicule or embarrassment. I voluntarily agree to participate in the Programming with full knowledge of the foregoing and freely and voluntarily assume all risk associated therewith. Notwithstanding anything to the contrary contained herein, to the extent that I am rendering any musical performances in connection with the Programming and I am currently a party to an exclusive recording agreement in effect with a record company with which Company (and/or any of its affiliates) has negotiated certain terms and conditions that are applicable to any such musical performances ("Record Company"), this release shall be subject to such applicable terms and conditions, unless otherwise authorized by the Record Company. In the event of a conflict between the terms of this release and the terms of any agreement between Company (and/or any of its affiliates) and my Record Company, the terms of the agreement between Company (and/or any of its affiliates) and my Record Company shall control.

I agree that Company shall be the exclusive owner of all copyright and other rights in and to the Programming, my Participation, and any excerpts therefrom, and that Company will have the exclusive right to use, and license or otherwise authorize others to use, them, in any manner Company wishes and in any and all media now known or hereafter discovered or developed, in perpetuity, throughout the universe. Notwithstanding the prior sentence, Company shall not commercially release any audio or audiovisual products intended for home consumer use which embody any performance of musical compositions in my Participation, without Company obtaining any necessary approvals that may be required by my record label, if applicable.

I further irrevocably agree that Company may use and license others to use my name, voice, likeness and any biographical facts which may have been provided to Company, in connection with the Programming, and for advertising, publicity, marketing, promotional and commercial tie-in purposes in connection with the Programming and/or any other works based upon the Programming, all allied ancillary and subsidiary rights therein and thereto (including, without limitation, merchandising and commercial tie-in rights), or any other use of the Programming, as well as in or in connection with promotional materials for the network on which the Programming is exhibited (the "Network"), its programming services, affiliates and sponsors, other Network programs and for the institutional purposes of the cable industry generally, in all media now known or hereafter devised. I confirm that, to the best of my knowledge any statements made by me during my Participation will be true and will not violate or infringe upon any third party's rights.

I agree that, at no cost to Company, I have secured, or will secure (and/or will arrange with any respective publisher and/or third party owner to secure) all rights, including, without limitation, synchronization rights necessary for Company to use any musical composition(s) written, co-written and/or performed by me that is contained within the Programming. Notwithstanding the foregoing, nothing in this release shall affect my right, or the right of any authorized publisher or co-writer, to collect public performance royalties.

Complete only for hazardous activity:

I am volunteering to engage in the following activity (ies) in connection with the Programming scheduled to take place on _____ at _____ (the "Event"):
I acknowledge and fully understand that the foregoing is/are hazardous activity (ies).

I represent and warrant that all information I am providing to Company on this release is valid, true and accurate, and that I have (or will concurrently provide) to Company full and accurate information regarding my name (including prior names, aliases and professional/stage names), address and date of birth, for Company's record-keeping purposes. I hereby agree not to sue and irrevocably and unconditionally release, waive and forever discharge Company and its past, present and future parents, subsidiaries (whether or not wholly-owned), affiliates, divisions, agents, representatives, employees, successors and assigns, jointly and individually (hereinafter collectively referred to as "Releasees"), from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which I (or my assigns, agents and/or representatives) ever had, now has, or in the future may have against the Releasees, including, but not limited to claims arising out of or related to the uses described herein, the Event, the Programming, my Participation, and/or my decision to perform the Event. I further agree that I shall be liable for any attorneys' fees and costs incurred by Company in connection with any claim or lawsuit brought in violation of this agreement. In no event shall I have the right to enjoin the development, production or distribution or exploitation of the Programming. Company may transfer and assign this agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction. This release shall be binding on all of my successors-in-interest and heirs. This agreement sets forth the entire agreement between me and Company with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties. This agreement shall be governed by the laws of the State of New York. The parties hereto agree to submit to jurisdiction in the State of New York.

SIGNATURE: _____ Date: _____

(PRINT) NAME: _____

LIST ALL PRIOR NAMES, ALIASES, PROFESSIONAL/STAGE NAMES, ETC.: _____

DATE OF BIRTH: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: _____

[THIS INFORMATION IS BEING OBTAINED AND WILL BE MAINTAINED SOLELY FOR LEGALLY-MANDATED RECORD-KEEPING PURPOSES.]

FOR USE BY PARENT OR GUARDIAN OF GUEST UNDER 18 YEARS OF AGE: I represent that I am a parent/guardian of the minor named above and I agree that the grant and release contained therein binds us and said minor to all of the terms thereof.

Signature of Parent or Guardian: _____ Date: _____