

DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THE FOLLOWING:

MATERIALS RELEASE

Producer Name (you): _____

Producer Address (you): _____

Program or Content Description: _____

Description of Material:

_____ (hereinafter collectively referred to as the “Licensed Material”)

Ladies and Gentlemen:

In full and complete consideration of _____, [enter your name] (“Producer”) possibly including me as a participant in an episode(s) of the potential web/television series currently entitled _____ (the “Program”), and without any further consideration due from Producer or any third party to me, I hereby acknowledge and agree as follows:

I hereby grant to *Producer* the non-exclusive right to record, edit and otherwise alter at the sole discretion of the Producer as desired the Licensed Material on film, tape, or otherwise (the “Recording”), and to incorporate the Licensed Material into the Program and in any and all materials relating thereto. Producer may use and authorize others to use all or parts of the Program. Producer, its successors and assignees shall own all right, title and interest, including copyright, in and to the Program, including the Recording, to be used and disposed of without limitation, in perpetuity, throughout the world, in any and all media, as Producer shall in its sole discretion determine. For avoidance of doubt, Producer makes no claim as to ownership of the copyright in the materials provided.

I represent and warrant that: (1)The Licensed Material was created or is solely owned by me and no other person, firm or corporation has any right, title or interest therein or thereto or; (2)I possess or have obtained all rights and authority to the Licensed Material necessary for the grant of the rights hereunder and that the rights I have granted hereunder will not conflict with or violate any commitment, agreement, or understanding I have or will have, to or with, nor infringe upon any rights of, any person or entity.

I agree to indemnify and hold harmless the Producer, its assignees, agents, licensees and employees from and against all claims, losses, expenses and liabilities of every kind including reasonable attorney's fees and expenses, arising out of or incurred by reason of the use of the Licensed Material set forth herein or the inaccuracy, alleged breach or actual breach of any representation, warranty, covenant, agreement, or undertaking I have made herein.

This Agreement is applicable to any and all materials submitted to producer at any time, and is not limited to the materials listed above. Further, this Agreement shall be governed by the State of California excluding any laws relating to conflict or choice of laws.

Signature _____ Date _____

Print Name _____