

Talent Clearance Release (“Release”)

For good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, I, the undersigned, hereby grant to _____, its affiliates and their respective directors, officers, members, managers, employees, licensees, agents, representatives, successors and assigns, or any of them (collectively, collectively, “**COMPANY**”) a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, right and license, with right to sublicense, to use, simulate, impersonate, reproduce, edit, modify, publicly display, make derivative works from, publish, republish, publicly distribute and otherwise dispose of, for any usage, production, broadcast, or other commercial endeavor, my name, face, likeness, voice, appearance, statements or comments, actions, activities, career, experiences, and all instrumental, musical, and other sound effects produced by me, either actually or fictionally, under my name as undersigned, or under any other name (collectively, “**My Likeness**”) on, in, and/or otherwise in connection with (a) the production(s) listed below (“**Production(s)**”), (b) any distribution, exhibition, advertising, and other exploitation of the Production(s), and/or (c) any other motion picture, motion footage, commercial, footage or film clip, corporate internal usage, documentary, television program, cable program, cinemedia advertising, VOD (Video On Demand), programming, mobile, iMedia, still photograph, image or any other form of material or media now known or hereafter developed or devised (collectively, “**Media**”) in which the same may be used or incorporated, in whole or in part, in all languages and in perpetuity throughout the world. The rights herein granted to COMPANY shall include, without limitation, the right to depict and/or portray My Likeness to such extent and in such manner as COMPANY, in its sole discretion may determine, and to modify and edit My Likeness and/or the Production(s), or any simulation and/or impersonation thereof, in connection with any of the foregoing Media. I acknowledge that any such editing of My Likeness and of all portions of the Production(s) and/or juxtapositions or uses of any Media in connection therewith shall be at COMPANY’S sole discretion. I HEREBY WAIVE ANY RIGHT THAT I MAY HAVE TO INSPECT OR APPROVE OF COMPANY’S USE OF MY LIKENESS AS PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, IN ANY PUBLISHED MEDIA OR OTHER MATERIAL THAT MAY BE USED IN CONNECTION WITH THIS RELEASE.

Further, I acknowledge that the rights granted herein include, without limitation, COMPANY’S right to distribute, exhibit, or otherwise, exploit the rights, licenses, and privileges herein granted to COMPANY in the Production(s) and in any other Media, in whole or in part, by any method and in any medium now known or hereafter devised, including, without limitation, theatrically, non-theatrically, electronically/digitally, animation and by means of television or otherwise, whether in connection with the stated Production(s) or separate and apart from the Production(s).

In entering into this Release, I understand COMPANY is relying on this Release and the rights granted herein in securing rights to the below Production(s) and will incur substantial expense based upon such reliance. I hereby represent and warrant to COMPANY that: (a) I have not been induced to execute this Release by any agreements or statements made by COMPANY’S representatives as to the nature or extent of COMPANY’S proposed exercise of any of the rights hereby granted, and I understand that COMPANY is under no obligation to exercise any of its rights, licenses, and privileges herein granted to COMPANY; (b) I have read and understand the terms and conditions of this Release and have been encouraged and given the opportunity by COMPANY to consult with an attorney of my own choice and my own expense regarding the terms and legal effect of this Release; (c) I am of full age and have the right to contract in my own name, or, if applicable, I am fully authorized to sign as an agent, guardian or employee on behalf of any minor, corporation or other entity executing this Release; (d) I am currently not under the influence of any alcohol, drugs, or medication that may impair my ability to provide my assent to this Release; and (e) I have not granted any person or entity any rights in or to My Likeness in conflict herewith and the execution of this Release and performance hereunder will not conflict with or result in any breach of any terms, conditions or provisions of, or constitute a default under, any agreement, obligation, or duty to which I am a party or by which I am bound.

I hereby irrevocably release and discharge and agree to and hold harmless COMPANY from and against any and any and all losses, damages, allegations, claims, proceedings, demands, causes of action, judgments, assessments, deficiencies, expenses (including court costs and attorneys’ fees), and other liabilities or injuries directly or indirectly sustained by me arising out of or in connection with my participation in or in connection with the making or utilization of the Production(s), COMPANY’S use of My Likeness, or by reason of the exercise by COMPANY of any of the rights, licenses, or privileges granted to COMPANY hereunder, unless it can be shown by competent evidence that COMPANY’S use of My Likeness was malicious and that COMPANY willfully published My Likeness solely for the purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn, and/or indignity.

In consideration for all rights granted herein, I UNDERSTAND AND AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, I WILL NOT OTHERWISE BE COMPENSATED, NOW OR AT ANY FUTURE TIME, FOR ANY USE OF MY LIKENESS BY COMPANY HEREUNDER.

This Release contains the entire agreement between myself and COMPANY with respect to the subject matter hereof and supersedes all previous agreements, whether oral or written, and all negotiations, understandings, conversations, or discussions between the parties related to this Release and cannot be altered or changed unless agreed to, in writing, by both parties. This Release shall be governed and construed in accordance with the laws of the State of Colorado, other than such laws, rules, regulations or case law that would result in the application of the laws of any jurisdiction other than the State of Colorado. Any dispute or action relating to or arising out of this Release shall be brought and maintained in the state or federal courts of the State of Colorado, USA, and the parties irrevocably submit to the exclusive jurisdiction of any such court. This Release and the rights and obligations provided for hereunder shall be binding on and shall inure to the benefit of the parties, and their heirs, legal representatives, administrators, licensees, successors, and assigns.

I HAVE READ THE FOREGOING TALENT CLEARANCE CAREFULLY AND UNDERSTAND AND AGREE TO ITS TERMS.

Production(s): _____

Talent Name: _____

Address: _____

Phone #: _____ E-Mail: _____

Signature: _____

Date: _____

If a Minor: Signature of Parent/Legal Guardian _____ Date _____

Witnessed by:
