

**“Seekers 2012”**  
**GUEST/PERFORMER RELEASE**

In full and complete consideration, the receipt and sufficiency which is hereby acknowledged, of [PRODUCER] (“Producer”) possibly including me as an on-camera participant and/or performer in a production and/or publication tentatively entitled “[PROJECT TITLE]”\_ (the “Programming”) I recognize that my signature on this release is a condition of Producer permitting me to be a participant and/or performer in the Programming or both. I agree that Producer may film, tape and photograph me and record my voice and conversations including quotes, paraphrases, sounds, and any performance of musical composition(s), for use in and in connection with the Programming (the “Performance”). I also understand and agree that this Programming is a non-guild production and there will be no residual or any other types of payment due in connection with my Performance. 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 Producer with which Producer (and/or any of its affiliates) has negotiated certain terms and conditions that are applicable to any such musical performances (“Record Producer”), this release shall be subject to such applicable terms and conditions, unless otherwise authorized by the Record Producer. In the event of a conflict between the terms of this release and the terms of any agreement between Producer (and/or any of its affiliates) and my Record Producer, the terms of the agreement between Producer (and/or any of its affiliates) and my Record Producer shall control.

I agree that Producer shall be the sole and exclusive owner of all copyright and other rights in and to the Programming and Performance and will be able to use them forever and throughout the world, and to license others to use them, in any manner Producer wishes and in any and all media now known or hereafter discovered or developed.

I further irrevocably agree that Producer may use and license others to use the Performance or excerpts therefrom, and my name, voice, singing voice, likeness and any biographical facts or any other information and/or materials, which may have been provided to Producer, in the Programming, and in any related or derivative versions and/or uses of the Programming (including, without limitation, any serialization(s), translation(s) and/or adaptation(s) thereof), in all mediums and/or media, including but not limited to, in motion pictures, television (including, without limitation, free, pay, pay-per-view, cable, broadcast, subscription, video-on-demand, interactive, satellite, or community), home use formats (including, but not limited to, cassette, laser disc, DVD CD-ROM, or other means), radio (including, but not limited to, satellite and terrestrial radio), on the Internet (broadcasting and streaming), and other computer and wireless/cellular devices, and digital transmissions to any interactive digital downloading and streaming media (including, but not limited to, CD-ROM and recordable DVD), non-theatrical (including, but limited to, hotels, institutions, military establishments, embassies, in-flight, and other transportation vessels), publishing, and recordings, and in connection with the advertising, marketing and promotion of the Programming and/or Producer, merchandising (including slot machines) of the Programming and its related products and/or Producer, and all other types of exploitation thereof, or in any manner whatsoever in Producer’s sole discretion, or to refrain therefrom. Producer shall have the unrestricted right to edit the content and text of the Programming, as well as all film, tape, photography, recordings, and the Performance in any manner or form. I Producer shall have no obligation to use any of the results and proceeds of my services and/or Performance or to develop, produce, distribute and/or otherwise exploit the Programming. I confirm that, to the best of my knowledge any statements made by me during the Performance will be true and will not violate or infringe upon any third party's rights.

I agree that, at no cost to Producer, 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 Producer 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.

I represent and warrant the following: (i) I have the full and exclusive right, power and authority to enter into this release and grant all of the rights to Producer hereunder and that the consent of no other person is necessary for this release to be valid; (ii) all information I am providing to Producer on this release is valid, true and accurate, and that I have (or will concurrently provide) to Producer a legible photocopy of my valid driver’s license, passport or other acceptable government-issued photo identification for Producer’s verification and record-keeping purposes; (iii) I am at least 18 years of age; and (iv) I am not, and for a period of one (1) year from the date hereof, I do not intend to be a candidate for any public office

To the maximum extent permitted by law, I hereby agree not to sue and irrevocably and unconditionally release, discharge, and hold harmless Producer, its subsidiaries (whether or not wholly-owned), parent, assignees, licensees, agents, and affiliates, and their past, present and future parents, subsidiaries (whether or not wholly-owned), affiliates, divisions, agents, representatives, employees, successors and assigns, jointly and individually, all sponsors, advertising agencies, and any and all others connected with the Programming, and each of their related parent companies, subsidiaries and/or affiliated companies, and the officers, directors, employees, agents and representatives of each of the foregoing (collectively, the "Released Parties"), from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or in equity, whether now known or unknown arising out of or in any way resulting from my participation in the Programming or in any aspect or phase thereof, the use or reuse of my Performance, and/or name, appearance, likeness, voice, singing voice biographical information or information (including, without limitation, any claim based upon defamation or invasion of privacy and/or publicity), or the breach or alleged breach of any provision hereof. In addition, I agree to indemnify Producer and the Released Parties and to hold each of them harmless from any and all liability, claim, action, damage, expense, and loss of any kind (including outside attorney's fees) caused by or arising out of any breach or alleged breach of any provision hereof or any statement, action or failure to act by me during or in connection with my participation in the Programming or otherwise.

In no event shall I have the right to enjoy the development, production or distribution or exploitation of the Programming.

To the maximum extent permitted by law, I waive any and all rights I may have under Section 1542 of the Civil Code of California, and every like provision in any foreign jurisdiction. Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT  
KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE,  
WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT  
WITH THE DEBTOR.

I understand that it is a federal criminal offense for any person, in connection with the production or preparation of any program intended for broadcast, to accept or pay money, service or other valuable consideration for the inclusion of any matter as a part of any such program without disclosing the same to the employer of the person to whom such payment is made or to the person for whom such program is being produced. I represent and agree that I have not accepted or agreed to accept and will not accept or agree to accept, and have not paid or agreed to pay and will not pay or agree to pay any money, service, or other valuable consideration for the inclusion of any plug, reference, or product identification, or any other matter, in the Programming from anyone. I will not "plug" (by oral reference, by display on my clothing, or in any other manner) any commercial product, service or venture, including without limitation my business or my employer.

Producer may freely 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 Producer with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties. This agreement, its validity, construction, and effect shall be governed by the laws of the State of California. The parties hereto agree to submit to exclusive jurisdiction in the State of California.

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

(PRINT) NAME: \_\_\_\_\_

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

\_\_\_\_\_  
DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_