

CONTRIBUTOR APPEARANCE RELEASE

Contributor Name: _____ Date: __
Address: _____ Phone: _____
_____ Email: _____

PHYSICAL DESCRIPTION:
(including clothing)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. **GRANT OF RIGHTS:** I hereby irrevocably and unconditionally grant to Cineflix (Countdown 3) Inc. (“**Producer**”), and its agents, parent, affiliates, subsidiaries, successors, assigns and licensees, and whomever it or they may further designate, all rights whatsoever in and to all my work, voice, performances (including musical performances), appearances, image, name, likeness, personal experiences and events, and in all of the products of my services rendered for Producer, as recorded by audio and/or visual recordings, including still, moving picture and sound recordings and any portrayal, impersonation or simulation of me in any way (collectively, the “**Recordings**”), made for use in a program tentatively entitled, “*Hours to Kill*” or in any other work in which any part or all of such Recordings are used (individually and collectively, the “**Production**”), including but not limited to, the right throughout the universe, in perpetuity and in all languages, markets, formats and media now known or hereafter devised to do the following as Producer may determine without restriction, so long as not used in any manner that would be defamatory to my character:

- a. to use, reproduce, distribute, publish, sell, lease, rent, lend, display (whether in whole or in part and whether sequentially or non-sequentially) and publicly or privately perform or otherwise commercially use all such Recordings of me as a part of the Production and with any related product documentation, advertising and publicity in connection with the Production;
- b. to use my name, biography, and likeness (photographic or otherwise) in advertising and promoting the Production, provided such use is solely for the purpose of advertising and promoting the Production and is not used as an endorsement of any other product or service; and
- c. to edit, copy, add to, take from, adapt and translate the Recordings as Producer sees fit and I expressly waive any moral rights that I may have in connection with my appearance or the Recordings and any right of approval or inspection of my appearance in the Production.

2. **ACKNOWLEDGEMENT AND AGREEMENT:** I hereby acknowledge and agree that:

- a. Producer is the sole and exclusive owner of the Production and all Recordings made hereunder and I shall have no claim of any kind in or to the Production or the Recordings;
- b. Producer is not under any obligation to actually use my appearance, likeness or the Recordings in any manner; and
- c. Producer will rely upon this release, potentially at substantial cost to Producer and I hereby agree not to assert any claim of any nature whatsoever against anyone relating to the use of my appearance, likeness, the Recordings and/or related to the Production, including without limitation, any claims for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, exhibition or other use of the Recordings made hereunder.

3. **REPRESENTATIONS AND WARRANTIES:** I hereby represent and warrant that to the best of my knowledge and belief with no duty to independently investigate:

- a. all statements I have made to Producer and/or make in the Recordings are true to the best of my knowledge and belief; any opinions expressed by me in the Recordings are my own and based on facts genuinely and truly known by me;
- b. I am at least eighteen (18) years of age (and if not, my parent/legal guardian will sign where indicated below) and I am under no physical, mental or legal disability that would prevent me from freely and lawfully entering into this Agreement;
- c. nothing in the Recordings (whether by way of inflection or gesture or otherwise) will infringe the copyright or any other right of any person, breach any contract or duty of confidence, constitute a contempt of court, cause injury or damage to any person or property or be defamatory;
- d. I shall keep all information relating to the Production confidential and shall not, without Producer’s prior written consent, give any interview or make, give or release any statement for publication by any means (including, without limitation, any postings on social networking websites or other Internet websites) relating to the Production, this Agreement, Producer and/or the Recordings;
- e. I have the full right to enter into this Agreement without any further approvals or consents; and
- f. I am not a member of any performing arts union or guild.

4. **RELEASE:** To the extent permitted by law, I agree to release and hold harmless Producer and its parent and affiliate companies including their board, officers, agents, representatives, and employees (collectively the “**Beneficiary**”) from any and all liability for any harm,

personal injury, or other damage resulting from my engagement in the Production, including all risks, whether foreseen or unforeseen, involved in the engagement. This shall include, but not be limited to, a claim for negligence, fault, or neglect of Beneficiary. I understand that this engagement will require physical proximity to others. I understand that this engagement has an inherent risk of exposure to infection or disease and may result in serious personal injury or death. I understand that I participate in the engagement at my own personal risk. I understand that Beneficiary will not be held responsible for any illnesses, injuries or damages resulting from such engagement. This Agreement is binding upon me, my heirs, executors, administrators, and assigns.

- 5. INDEMNIFICATION: To the extent permitted by law, I will indemnify and hold the Beneficiary harmless from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including legal expenses) arising out of any breach or alleged breach by me of any term of this Agreement.
- 6. RESTRICTIONS: I shall not be entitled for any reason to terminate or rescind this Agreement nor to enjoin, restrain or otherwise impair the exercise of any of the rights and privileges granted to Producer, nor to enjoin, restrain or otherwise impair Producer's property or assets, or the development, production, exhibition and/or exploitation of the Recordings or the Production, including without limitation, any advertising, publicity or promotion in connection therewith. For clarity and without limiting the foregoing, if there is a breach of this Agreement by Producer, I may only claim money damages and I shall not be entitled to any form of injunctive or equitable relief.
- 7. GENERAL PROVISIONS: This Agreement may be freely assigned and licensed by Producer in whole or in part. This Agreement contains the entire understanding between the parties hereto relating to the subject matter herein and supercedes all prior understandings. In signing this Agreement, I am not relying on any representations or other statements made by anyone that are not contained in this Agreement, including any representations about the nature of the Production, the process of filming and/or the Production participants. This Agreement can only be amended in writing signed by both parties. This Agreement may be signed by facsimile or other electronic signature. If any part of this Agreement is found to be illegal or invalid for any reason, the Agreement shall be construed as if the invalid or illegal provision had been deleted and the balance of the Agreement shall remain in full force. This Agreement shall be governed by and construed in accordance with the laws of the ~~State of Georgia Province of Ontario~~ and the federal laws of ~~the United StatesCanada~~ applicable therein. The courts of ~~Cobb County, GeorgiaToronto, Ontario~~ shall be the exclusive jurisdiction and venue to hear any matter arising out of this Agreement.

I have read this Agreement prior to signing it and fully understand it's terms.

Contributor Signature

Print Name:

* * *

(IF I AM UNDER 18 YEARS OLD, MY PARENT OR LEGAL GUARDIAN MUST SIGN BELOW)

I hereby warrant that I am the parent or legal guardian of the above-named person to whom this Agreement applies and that I have legal authority to sign this Agreement. I hereby agree that I and the said minor will be bound by all the provisions contained herein and I will indemnify Producer against all claims, liability and expense respecting said Agreement.

Signature: _____ Print Name: _____

Address: _____ Phone: _____

E-mail: _____

Date: _____

ACKNOWLEDGED AND AGREED:

Cineflix (Countdown 3) Inc.

366 Adelaide Street W, Suite 300
Toronto, ON M5V 1R9

By: _____

Tel: 416-504-7317

FOR PRODUCER USE ONLY

SHOOTING LOCATION/STORY OR EPISODE REFERENCE:

