

Program/Project Title: Dating Diaries of Curvy Girls Guest/Participant Name: _____ (check one) Performance: ___ Interview: ___ MOS: ___ PRODUCER: 495 Productions Holdings, LLC DATE: _____
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APPEARANCE RELEASE

This release is made to allow 495 Productions Holdings, LLC ("Company") to include me as a guest/participant in a production and/or publication tentatively entitled "Dating Diaries of Curvy Girls" (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 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 release shall be construed and enforced in accordance with the laws of the State of California applicable to agreements of this nature and I hereby consent to the exclusive jurisdiction and venue of said State. I am familiar with and do hereby waive the provisions of Section 1542 of the California Civil Code (and similar provisions of other jurisdictions) which provides as follows: **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

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: _____