

Tongal Talent Release – Viacom Projects

IMPORTANT: This form must be filled out and signed without edits prior to filming. Please make sure you complete all applicable sections below. Failure to do so may lead to a delay in payment.

Sponsor:	Producer (e.g. filmmaker):
Production Title:	Tongal Project:

For good and valuable consideration, including the possibility of publicity, the receipt and sufficiency of which I acknowledge, I grant to Producer as listed above and to his/her/its licensees, assigns, including Tongal, Inc. (“**Tongal**”) and its, licensees, sublicensees, assigns, parents, affiliates, subsidiaries, customers, and successors-in-interest (individually and collectively the “**Producer**”), the irrevocable, perpetual, throughout the universe, fully-paid, royalty-free, right to photograph, film, videotape or otherwise record my performance, including my voice, and to use my name (or a fictitious name), and biographical facts in any manner it desires and the results and proceeds thereof (the “**Performance**”) and to exploit the same in any medium or format now known or devised in the future (including, without limitation, audio streaming, digital and/or terrestrial radio, publishing, animation, artwork, film, television, videocassettes, video disks, interactive devices, and Internet and on-line platforms), related to the development, production, public display, public performance, distribution, and/or exploitation of the Production Title identified above (the “**Production**”), any derivative works thereof, or any works based upon the Production and in connection with related marketing, merchandising, advertising, publicity, promotion and/or any other lawful commercial and/or non-commercial purpose whatsoever. I grant all allied ancillary and subsidiary rights therein and thereto (including, without limitation, merchandising and commercial tie-in rights), and for any other use of the Production, as well as in or in connection with promotional materials for Sponsor’s network on which the Production is exhibited (the “**Network**”), its programming services, online platforms, affiliates and sponsors, other Network programs and for the institutional purposes of the television industry generally, in all media now known or hereafter devised. My services in connection with the Production are performed as a work-for-hire and I irrevocably waive all my so-called moral rights or similar law in any country of the world, and agree not to institute, support, maintain, or permit any action or lawsuit on the grounds that any use of my performance in any way constitutes an infringement of moral rights. I expressly understand and agree that any such derivative work, photograph, film, tape or other recording of my Performance, including any provided by me to Producer (e.g., pre-existing content), or any reproductions or modifications, shall be Producer’s sole and absolute property for any and all purposes whatsoever and Producer, including, without limitation, Tongal shall have the unlimited right throughout the universe to copyright and exploit said material or any part thereof in any manner they desire in connection with the Production, it being understood that the Production or any derivative works thereof may contain factual and/or fictional scenes, action and dialogue. Additionally, I acknowledge that Producer has the right to change, modify, edit, add to, delete, transform, combine with other material or manipulate my performance, name, likeness, movements, voice and sound effects in connection with its exercise of its rights.

I agree that Producer shall have sole discretion in determining the extent and manner of use of my Performance, name or likeness and is not obligated in any way to use my Performance, name or any portion in any medium. I acknowledge and agree that the Production may contain information, statements, or representations (“**Information**”) relating to me of a personal, private, disparaging, embarrassing and/or unfavorable nature, and that such Information may be summarized, edited, or modified in a manner that may be misleading or untrue. I further acknowledge that the Information may expose me, my family, and/or others to public ridicule or embarrassment. I voluntarily agree to participate in the Production with full knowledge of the foregoing and freely and voluntarily assume all risk associated therewith.

I represent, warrant, and covenant that (a) I have the right and authority to grant Producer all of the rights granted by this release, I own all rights, including copyrights, and have obtained any and all necessary consents and approvals from third parties, in all materials I have provided – including pre-existing content and materials created specifically for the Production, and that Producer may exercise such rights without liability or obligation to third parties; and (b) I have not been harmed or injured in any way as a result of the Production. I further agree that if by reason of the exercise of any of the rights granted in this release, there is any claim or litigation involving any charge by a third person for violation or infringement of their rights, I will hold Producer harmless from and against liability and will indemnify them against any and all losses or expenses (including reasonable attorneys’ fees and costs) arising from such claims or litigation. I agree that I will not assert or maintain against Producer, or any of Producer’s respective officers, directors, managers, equity holders, agents and employees, any claim, action, suit or demand of any kind or nature whatsoever, in connection with the rights granted to Producer and I irrevocably waive any and all rights to seek or obtain any injunctive, rescission or termination of this agreement or any rights, or any other form of equitable relief against the Producer related to the Production and Materials. My sole remedy is to bring an action at law for damages (if any). I further acknowledge and agree that any breach by me of this release will cause irreparable harm, and that Producer shall be entitled to injunctive or other equitable relief in addition to all other remedies available at law or in equity, in any court of competent jurisdiction (without obligation to post any bond or surety). This release and the rights granted may be freely sublicensed and/or assigned (in full or in part) by Producer, including its successors, assigns and licensees.

I acknowledge that Tongal is not a party to any applicable union or guild contract, including, without limitation, the SAG-AFTRA or ACTRA Commercials Contract (any of the foregoing, a “**Guild Contract**”), and that the sponsor (“**Sponsor**”) of the contest being administered by Tongal for which the Production has been or is to be submitted by Producer to Tongal may not be a party to any Guild Contracts. I acknowledge and agree that the Production will not be a guild production (including, without limitation, a SAG-AFTRA or ACTRA production) unless the Sponsor so elects. I agree that if any of my Performance in any form as incorporated in the Production, is used in any production that becomes subject to a Guild Contract, at the request of the Sponsor, I will sign such standard contract and accept the applicable minimum amount of compensation due to me pursuant to such Guild Contract, including unlimited edits.

This talent release shall be binding upon my heirs, executors, administrators, successors and assigns. I certify and represent that I have read and fully understand the meaning and effect of this release and am signing this voluntarily. This release shall be governed by the laws of the State of California and the parties consent to the exclusive jurisdiction of the federal and state courts located in Los Angeles, California (without regard to the conflict of laws provisions). The parties hereby irrevocably waive, to the fullest extent permitted by law, all right to a trial by jury in connection with any dispute arising out of or relating to this release. In the event any such dispute is brought before a forum in which pre-dispute waivers of the right to a trial by jury are invalid under applicable law, the dispute shall be heard and determined in its entirety by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure sections 638 *et seq.* This release constitutes the entire understanding of the parties and supersedes all prior or contemporaneous understandings between the parties. Any modifications must be in writing and signed by the parties. A fax, photocopy, or photograph, if legible, of this document shall be deemed an original for all purposes.

Please complete all applicable sections below.

By signing below, I certify that I am age eighteen (18) or older.

Signature: _____ **Date:** _____

Print Name: _____ **Role:** _____

Phone: _____ **Email:** _____

Address: _____

Photo with release: ☐ **Photo of ID:** ☐

IF TALENT IS UNDER EIGHTEEN (18) YEARS OF AGE (OR UNDER NINETEEN (19) YEARS OF AGE IN **ALABAMA** OR **NEBRASKA** OR UNDER TWENTY-ONE (21) YEARS OF AGE IN **MISSISSIPPI**), THE FOLLOWING MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN:

I am the (father) (mother) (duly appointed guardian) of the above person, and I consent to, join in and approve the this authorization, will ensure that my minor child

honors his/her obligations and will indemnify and hold Producer and their licensees, sublicensee, parents, affiliates, subsidiaries, customers, successors and assigns, and their officers, directors, employees and contractors harmless against any claims or damages related in any way to the rights granted above, my child's performance or obligations hereof, any breach of the above representations, warranties and agreements or any attempt to disaffirm the foregoing.

Parent/Guardian: _____ **Signature:** _____ **Date:** _____

Phone: _____ **Email:** _____

Address: _____