

MGM PARTICIPATION AND SUBMITTED MATERIALS RELEASE

PLEASE READ, SIGN AND DATE the following.

I would like to be considered to participate on Stargate audiovisual programs and at events (collectively, “**Programs**”) as a member of the Stargate Superfan Panel. Accordingly, I desire to submit materials, including, without limitation, my audition video, photographs, and other information (collectively, “**Submitted Materials**”), in connection with my participation in the Stargate Superfan Panel contest (the “**Contest**”) administered by Tongal, Inc. (“**Tongal**”) and potential participation in the Programs, so as to offer Metro-Goldwyn-Mayer Studios Inc. (“**Producer**”) the opportunity to decide whether it wants to consider me to be a participant on the Programs and for possible use by Producer and its licensees (“**Licensees**”) of the Submitted Materials in the television, digital, entertainment and advertising fields.

I acknowledge and agree that, but for my agreement to the terms set forth in this MGM Participation and Submitted Materials Release (the “**Release**”), Producer would not agree to accept for consideration or review the Submitted Materials. Accordingly, in consideration for my possible receipt of a prize in connection with the Contest, possible appearance in the Programs and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree as follows:

1. **Eligibility Requirements.** I represent and warrant that: (i) I am 18 years of age (and the age of majority in the state in which I reside) or older; (ii) I am not an employee, officer, member, director, manager, agent, or representative of Producer, Tongal, or either’s parent company, owner, affiliate, subsidiary, division, successor in interest, corporate partner, advertising or promotion agency, or any other party participating in the design, administration, or promotion of the Contest, nor a member of the immediate family (any parent, child, sibling, spouse, or domestic partner, regardless of where they live) or any individual living in the same household of such person (whether related or not); (iii) I am not currently a candidate for public office and agree that I will not become a candidate for public office from the date I sign this Release until one (1) year after the initial broadcast of the last part of the Programs in which I appear (if any); (iv) I have not been convicted of a felony and do not have any felony or misdemeanor criminal charges pending against me; and (v) I shall voluntarily submit to a background check if requested by Producer or Tongal (and agree to execute all consents, authorizations, and releases in connection therewith). I acknowledge that Producer reserves the right at any time to render ineligible any person who Producer determines, in its reasonable discretion, is sufficiently connected with the production, administration, or distribution of the Programs such that his or her participation in the Programs could create the appearance of impropriety.

I acknowledge and agree that I will complete, execute and deliver further agreements requested by Producer, Tongal, or Program Licensees for participation in the Contest, receipt of a prize and/or appearance in Programs (collectively, “**Participant Agreements**”). I acknowledge and agree that (a) unless and until I execute such Participant Agreements, Producer will not consider me as a possible participant for the Programs and (b) Producer is accepting my Submitted Materials in reliance on my completion, execution and delivery of the Participant Agreements. I shall not receive any compensation or credit for submitting the Submitted Materials to Producer or Tongal and understand that Producer and Tongal may view the Submitted Materials.

2. **Grant of Rights.** I grant Producer and each of its employees, contractors, agents, representatives, officers, directors, assignees, designees, Licensees (including, without limitation, Tongal and any platforms or exhibitors which exhibit or distribute the Submitted Materials or Programs or which have the right to exhibit or distribute the Submitted Materials or Programs) and affiliated and related entities the following:

- a. The absolute and irrevocable right and permission (but not the obligation) to interview me, audition me, photograph, film, tape and otherwise visually, audiovisually and/or by audio means record me and/or my name, voice, likeness, image, actions, statements, appearance, biographical materials and any other indicia of my identity (collectively, “**Likeness**”) by any method whatsoever, in and in connection with the Contest, Programs and the business activities of Producer, Licensees or any other television network, channel or station, internet portal or website, broadcasting, exhibiting, licensing or otherwise distributing the Programs.
- b. All rights of every kind and character whatsoever, whether now known or hereafter devised, in perpetuity throughout the universe in and to (i) any and all footage, tapes and/or other recordings taped, filmed, photographed, recorded and/or otherwise produced as part of or in connection with the Contest and/or Programs depicting me, and any performances or actions made by me, (ii) all materials supplied by me in connection with the Contest and/or Programs (including, without limitation, the Submitted Materials), (iii)

my statements in the foregoing, whether scripted or unscripted, written, spoken, sung, or otherwise uttered or expressed by me, and information given by me and/or captured on any such footage, tapes, and/or recordings (“**Statements**”), and (iv) all of the results and proceeds thereof (collectively, (i), (ii), (iii) and (iv) shall be referred to as the “**Materials**”). I acknowledge and agree that the Materials are specially ordered or commissioned by Producer for use as part of a motion picture or other audiovisual work and shall be considered a work made for hire for Producer, and therefore Producer shall be the author and copyright owner thereof for all purposes throughout the universe in perpetuity. To the extent that such Materials are not deemed a work for hire in any jurisdiction, I irrevocably and unconditionally assign, transfer and convey such Materials to Producer including, without limitation, all copyrights, renewals, extensions of copyrights and all other intellectual property therein, in all media now known or hereafter devised, throughout the universe in perpetuity.

- c. The irrevocable right to reproduce, edit, rearrange, cut, dub, subtract from, add to, modify, change or juxtapose any part of the Likeness, Statements and/or Materials in any manner and to combine them with any other material for any reason in connection with Producer’s or any Licensee’s use thereof. I understand, acknowledge and agree that Producer shall have no obligation to use any of the Likeness, Statements and/or Materials in or in connection with the Programs or otherwise.
- d. The irrevocable, perpetual, unconditional, nonexclusive right to use, reuse, copy, digitize, sublicense, transmit, distribute, publicly perform, publish, display, create derivative works of, otherwise exploit and make any other uses of the Likeness and Statements, regardless of whether they are embodied in the Materials, in any media now known or hereafter devised, throughout the universe, in and in connection with the Contest and Programs, any other program or content or otherwise, including without limitation the advertising, promotion, marketing or exploitation of the Contest or Programs or other content, and any merchandising related thereto (including without limitation commercial tie-ins and the exploitation of any allied, ancillary and subsidiary rights in and to the Programs or otherwise), and the business activities of Producer, Licensees and any other television network, channel or station, internet portal or website, broadcasting, exhibiting, licensing or otherwise distributing the Programs, and each of their respective assigns, successors, indirect and direct parent, affiliated, related and subsidiary entities and their respective licensees and advertisers, and each of their respective employees, agents, members, officers and directors. The foregoing does not affect or limit Producer’s ownership of the Submitted Materials or other Materials (including, without limitation all Statements therein) pursuant to paragraph 2(b) above. In addition, if there are any elements of or ancillary rights in the Materials that are not owned by Producer despite paragraph 2(b) above, I grant Producer a license to such elements and rights on the same terms stated above in this paragraph.
- e. I understand, acknowledge and agree that Producer may exercise any aspect of the foregoing granted rights without review by, compensation to, or approval by me or any other party, except as expressly stated in paragraph 3 or prohibited by law.

I grant the rights hereunder whether or not I am selected to participate as a participant in the Programs in any manner whatsoever. Without limiting paragraph 3 or 7 below, I release each Releasee (as defined below) from any and all liability arising out of its use of the Likeness, Statements and/or the Materials, and I agree not to make any claim against any Releasee as a result of the recording or use of the Likeness, Statements and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and/or any claims based on defamation, libel and/or false light and/or copyright, trademark or patent infringement).

3. **One-time Payment for Use of Materials.** Producer will own and have the right and option to use any and all ideas and other intellectual property in the Submitted Materials. If I am selected as a winner of the Contest, in consideration of Producer’s payment to me of the \$250 prize, Producer may use all ideas and other intellectual property in the Submitted Materials and other Materials. If I am not selected as a winner of the Contest and Producer uses one or more ideas or other intellectual property in the Submitted Materials, I will be entitled to a one-time payment of \$250 from Producer. Producer may choose to make the payment through a third party. Neither Producer nor Tongal will be obligated to credit or compensate me in any other way in connection with any use of my Likeness, Statements, Submitted Materials or other Materials (including, without limitation, any idea or intellectual property therein).

4. **Submitted Materials.** I recognize the possibility that the Submitted Materials and other materials supplied by me may be identical with or similar to material which has or may come to Releasees (as defined below) and/or Releasees’

designees or assignees from other sources. Receiving identical or similar material has given rise to litigation in the past so that unless Releasees can obtain adequate protection in advance, Releasees will refuse to consider or post the Submitted Materials or other materials supplied by me. The protection for Releasees must be sufficiently broad to protect Releasees and all related parties, including without limitation Releasees' direct and indirect parents and its and their direct and indirect subsidiaries and the officers, directors, shareholders, joint venturers, members, agents, representatives, attorneys, employees, contractors, successors, assignees, licensees, financiers and distributors of each of the foregoing, and all parties to whom the foregoing submit material or have been or may be involved in developing, financing or exploiting materials and properties generally. Accordingly, as a further inducement to Producer to examine the Submitted Materials and to consider me for selection as a participant, I represent, warrant and agree as follows:

a. I acknowledge and agree that the Submitted Materials and other materials supplied by me are submitted voluntarily and not in confidence or in trust and that no confidential or fiduciary relationship is intended or created between Producer or Tongal and me by reason of such submission or otherwise. Nothing in this Release, or the submission of the Submitted Materials or other materials supplied by me, shall be deemed to place Producer or Tongal in any worse position than any member of the public with respect to the Submitted Materials or other materials supplied by me. Accordingly, without limiting any of the rights and releases I have granted herein, any part of the Submitted Materials or other materials supplied by me which could be freely used by any member of the public may be used by Producer and Tongal without liability to me or any other party claiming from or through me.

b. I understand and agree that Releasees' use of material similar to or identical with the Submitted Materials or other materials supplied by me, or containing features or elements similar to or identical with those contained in the Submitted Materials or other materials supplied by me, shall not obligate Releasees to negotiate with me nor entitle me to any compensation or other entitlement if Releasees determine that Releasees have an independent legal right to use such other material (either because, for example, such features or elements were not new or novel, or were not originated by me, or were or may hereafter be independently created by or submitted to Releasees).

c. I agree that no obligation of any kind is assumed by Releasees or may be implied against Releasees (including, without limitation, any obligation to pay money) by reason of Releasees' receipt or potential or actual review of the Submitted Materials or other materials supplied by me or any discussions or negotiations I may have. Without limiting the foregoing, I specifically acknowledge and agree that (i) I do not and will not under any circumstances have or assert any so-called "idea submission," implied contract or similar claim against Releasees, and (ii) Releasees are free to use (i.e., Releasees will not owe me any money or other obligation for using) any portion of the Submitted Materials and other materials supplied by me.

d. I assume full responsibility for any loss of the Submitted Materials or other materials supplied by me for any reason including, without limitation, whether such materials are destroyed in connection with electronic submission (if permitted), mailed submission or otherwise. Releasees shall have no obligation to read or consider the Submitted Materials or other materials supplied by me or to return the Submitted Materials or other materials supplied by me to me.

5. **Representations and Warranties.** I represent and warrant that: (i) I have the right to grant the rights granted hereunder; (ii) I have the right to enter into this Release; (iii) except to the extent Producer owns the Materials, I own and control all rights in and to the Likeness, Statements and the Materials, free of any lien or encumbrance, or have obtained all necessary rights to grant Releasees the right and/or to permit Releasees to use the Likeness, Statements and Materials in connection with the Programs or otherwise, in any and all media, now known or hereafter devised, throughout the universe in perpetuity, and that I have all production, distribution and/or exploitation rights in and to the Likeness, Statements and Materials, including without limitation all rights to the likenesses, names, voices and biographical information incorporated in the Materials, any locations, any artwork, compositions, sound recordings, lyrics, logos or other intellectual property, and any and all other elements or content in the Materials; (iv) the Submitted Materials and all other materials supplied by me are original with me and not based on any other material or source; (v) I have the right to grant the rights hereunder and submit the materials to Releasees without any obligation to any third party, and the consent of no other person, entity, trust or organization is required to make my desired presentation or to enable Producer and Licensees to use the Likeness, Statements and the Materials as described herein; (vi) neither Producer's nor its Licensee's use of the Likeness, Statements or Materials hereunder will violate or infringe the rights of any third party; (vii) Producer and its Licensees shall have the right to use the Likeness, Statements and Materials free and clear of any claims for royalties, residuals or other compensation, either by virtue of this Release or any guild or union agreement, and I agree that no guild or union agreement will apply to the Likeness, Statements, Materials or my relationship with Producer; (viii) I will not assert, maintain or assist

other persons in asserting or maintaining against Releasees any claim, action, suit or demand of any kind or nature whatsoever related to the use of the Likeness, Statements or Materials, including without limitation those grounded upon copyright, trademark or patent infringement, invasion of privacy or publicity rights, other civil rights, or any other ground in connection with the use of the Likeness, Statements or Materials as permitted hereunder; (ix) I am competent to agree to all of the provisions in this Release; (x) I will answer all questionnaire and application questions completely, honestly and accurately, and I acknowledge that if any of the foregoing information is found to be false, that this will be grounds for my dismissal from the Contest and/or from the Programs, if selected; (xi) I further understand and acknowledge that I will be required to enter into further agreements with Producer relating to my participation in the Programs; and (xii) I understand and agree that all decisions by Producer concerning the selection of the participants are final and not subject to challenge or appeal.

6. **Confidentiality.** Without the express prior written consent of Producer, I shall not at any time, reveal, report, publish or disclose any information or trade secrets obtained or learned by me about the Programs, including, without limitation, any information concerning or relating to the Programs (including without limitation the participant selection process), the participants, the events contained in the Programs, any ideas presented by any participant in connection with the Programs or the outcome of the Programs or any part associated therewith (collectively, “**Confidential Information**”). This confidentiality obligation shall remain in place whether or not I am selected to participate in the Programs, and shall continue both during and after my participation in the participant selection process and, if I am selected as a participant, my participation in and in connection with the Programs, and shall continue regardless of whether or not any part of the Programs has been exhibited which may include some or all of the Confidential Information. I further agree that any Confidential Information of which I become aware will only be used for the express and exclusive purposes for which Producer has instructed me to use the Confidential Information.

7. **General Release.** To the maximum extent permitted by law, I, my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns (collectively “**Releasing Parties**”) hereby irrevocably and unconditionally release, and covenant not to sue, Producer or any Licensee (including, without limitation, Tongal), and/or any of their respective direct or indirect parent, subsidiary, affiliated and related entities, or any of the respective directors, officers, principals, shareholders, members, employees, agents, joint venturers, contractors, sponsors, representatives, licensees, successors or assigns of any of the foregoing (collectively, “**Releasees**”) from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys’ fees) (collectively, “**Claims**”) arising out of, resulting from, or by reason of my application for and/or participation in or in connection with the Contest or Programs, including, without limitation, any travel I undertake in connection with my participation in the Contest or Programs, any exploitation, distribution, exhibition, advertising and/or promotion of the Likeness, Statements, Materials or Programs or my appearance on the Submitted Materials or Programs, any disclosure of any idea, the failure of the Producer to select me as a participant, the cancellation of the Contest or Programs, or the exercise by Producer or anyone else of any rights granted by me under this Release, on any legal theory whatsoever (including without limitation personal injury, property damage, violation of privacy and publicity rights, false light, defamation, intentional or negligent infliction of emotional distress, products liability, breach of express or implied contract, breach of any statutory or other duty of care owed under applicable laws, infringement of copyright, trademark or patent, loss, limitation or reduction of any intellectual property rights and loss of earnings or potential earnings).

8. **Limitation of Remedies.** Without limiting any provision of this Release, my remedies for any breach of this Release by Producer or others will be limited to an action at law for damages (if any), and in no event will I be entitled to rescind this agreement or seek or obtain injunctive or any other equitable relief (including without limitation through any arbitration proceeding) in connection therewith.

Initial Here:

9. **Release of Unknown Claims.** I acknowledge that there is a possibility that after my execution of this Release, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Release was executed and which, if known by me at that time, may have materially affected my decision to execute this Release. I acknowledge and agree that by reason of this Release, and the release of liability contained herein, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. I have been advised of the existence of Section 1542 of the California Civil Code which provides:

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.

Notwithstanding Section 1542 of the California Civil Code, this Release shall constitute a full release of liability in accordance with its terms. I and the other Releasing Parties knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this Release and that without such waiver, Producer would not have accepted this Release or my application.

10. **Indemnity.** I, individually and on behalf of the Releasing Parties, agree to defend (at indemnitees' option), indemnify and hold harmless each of the Releasees from any and all Claims caused by or arising out of my application for and/or participation in and/or in connection with the Programs, including, without limitation, any of the following: (i) any statement, action or omission made or taken by me or anyone else during or in connection with or relating to the Programs; (ii) my failure to follow the instructions of Producer, a Licensee or any of their officers, agents, representatives or employees, or anyone connected with the Programs; (iii) any Releasee's use of the Likeness or Materials or any rights granted by me herein in any manner; (iv) my breach of any of my representations, warranties, undertakings, promises or obligations pursuant to this Release; (v) my possession or use of any prize; or (vi) the use by Producer, Tongal or any of their respective licensees or assigns of any of the rights I have granted herein.

11. **Governing Law.** This Release shall be deemed to be entered into in Los Angeles County, California, and shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements executed and fully carried out within California (but not its conflict of laws principles).

12. **Dispute Resolution/Binding Arbitration.** Producer and I acknowledge, understand and agree that any action, proceeding or litigation concerning this Release or my appearance or participation in the Contest, Submitted Materials or Programs may only be brought in Los Angeles County, California, and that, subject to the arbitration proceeding below, the courts of Los Angeles County, California, shall have exclusive jurisdiction over me and the subject matter of any such proceeding. The parties agree that any and all disputes, controversies or claims arising under or relating to this Release or any of its terms, including without limitation the applicability of this arbitration provision, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this Release, or any provision thereof, and any and all disputes or controversies arising under or relating to my possible appearance or participation in the Programs that are not otherwise barred or released pursuant to the terms of this Release (collectively, "**Matters**"), and cannot be resolved through direct discussions, the parties agree to endeavor first to resolve by mediation conducted in the County of Los Angeles by JAMS or its successor ("**JAMS**"). If any Matter is not resolved as set forth above, the parties then agree that it shall be resolved by binding arbitration conducted in accordance with the Streamlined Arbitration Rules and Procedures of JAMS through its Los Angeles, California office, in accordance with California law. Any such arbitration shall be conducted by one neutral arbitrator, who shall also be a retired judge of a state or federal court, experienced in entertainment disputes, and selected from JAMS's panel of arbitrators proffered by its Los Angeles, California office. If the parties cannot agree upon an arbitrator after good faith discussion, the arbitrator shall be chosen by JAMS pursuant to the requirements of this paragraph. The parties agree that the arbitrator's ruling in the arbitration shall be final and binding and not subject to appeal or challenge. The parties further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, must be treated as confidential and must not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties; provided that such arbitrator(s) and their staff, the JAMS and its staff, the parties' attorneys and their staff, and any experts retained by the parties. The Federal Arbitration Act (9 U.S.C. § 1, et seq.) or its successor statute shall apply and govern the enforcement of this arbitration clause.

By agreeing to arbitration, the parties acknowledge that they have waived the right to a jury trial.

I further acknowledge and agree that the business realities of entertainment productions of this nature, including the Programs, create special circumstances for which Producer must be able to maintain its ability to seek injunctive relief and/or other equitable and/or provisional remedies. Accordingly, the parties agree that nothing in this paragraph or in any of the applicable rules of JAMS, shall prevent Producer from seeking provisional relief outside of arbitration. For example, a participant's premature or threatened disclosure in violation of the confidentiality provisions of this Release could result in a reduction of audience interest or other diminution in the value of the Programs or Producer's rights hereunder, which would cause Producer irreparable injury and damage that could not be reasonably calculated or adequately compensated by

damages in an action at law. I hereby expressly agree that Producer shall be entitled to injunctive and other equitable relief pursuant to California Code of Procedure section 1281.8 and any successor or similar statute.

13. **Severability, Assignment.** Without limiting the foregoing, any provision of this Release that is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Release invalid, illegal or unenforceable in any other jurisdiction. Producer (and its assignees and licensees) may freely assign, in whole or in part, any of their rights or obligations under this Release. I will not assign any of my rights or obligations under this Release.

14. **Entire Agreement.** In signing this Release, I have not relied on any representations or other statements that are not contained herein. No promises have been made to me other than as expressly set forth herein. This Release shall supersede and replace all prior and contemporaneous oral, written and electronic communications, understandings and agreements between Producer and me relating to the subject matter hereof. This Release sets forth the entire agreement between Producer and me with respect to the subject matter hereof and may not be altered or amended except by a writing signed by both parties.

15. **Third-party Events.** I acknowledge that some Stargate events are produced by third parties, and I agree that, without limitation, the grants of rights and releases of claims under this Release apply to my appearances at such events (if any).

16. **Authority.** I am making the representations, warranties and covenants in this Release on behalf of (a) myself, (b) all entities through which I have created material or participated in the Contest or Program, and (c) all collaborators in my creation of material or participation in the Contest or Programs. Notwithstanding (c) above, I will require anyone who collaborated with me in the production of my Submitted Materials or other materials supplied by me (e.g., a person filming me) to execute, and I will deliver to Producer, the Intellectual Property Release attached hereto.

17. **Modification or Amendment.** This Release cannot be changed, amended, modified or terminated except in a writing signed by Producer and me.

18. **Waiver.** Any waiver of any term of this Release in a particular instance shall not be a waiver of such term for the future. I agree that the invalidity or unenforceability of any part of this Release shall in no way affect the validity or enforceability of any other part thereof.

I declare under penalty of perjury that all statements made by me in this Release are true. The name given below is my legal name. Any other name(s) or alias(es) used by me within the past seven years are also noted below. I have been given ample opportunity to read, and have carefully read, this entire Release. I represent and warrant that I have had the opportunity to consult with my own legal counsel prior to signing, and I have either so consulted with my own counsel or, in the alternative, I have voluntarily and on my own accord declined such opportunity. By signing below, I am voluntarily and knowingly agreeing to the terms and conditions of this Release.

Dated: _____

Name: _____

Signature: _____

Date of Birth: _____

Aliases (if any): _____

Collaborator Names and Addresses (if any): _____

REMINDER: BE SURE TO INITIAL PARAGRAPH 8

INTELLECTUAL PROPERTY RELEASE

(To be completed by a collaborator only if the applicant's entry video, or any part thereof, was shot by someone other than the applicant.)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being the legal owner of certain intellectual property (including without limitation all trademarks and copyrights therein) in or ancillary to the Stargate Superfan Panel submission video of [REDACTED] (the "**IP**"), does hereby grant to Metro-Goldwyn-Mayer Studios Inc. ("**Producer**") and each of its employees, contractors, agents, representatives, officers, directors, assignees, designees, licensees and affiliated and related entities the irrevocable, unconditional, perpetual right and license to use, reuse, copy, digitize, sublicense, edit, transmit, distribute, publicly perform, publish, display, create derivative works of, otherwise exploit and make any other uses of the IP in and in connection with the Stargate Superfan Panel contest (the "**Contest**") and Stargate audio-visual programs (the "**Programs**"). As between the undersigned and Producer, Producer shall solely own all rights in and to the Programs, including without limitation the copyright in the Programs and any advertising or promotional materials for the Programs. Producer shall have all rights to use the Programs, including without limitation images and/or footage including or incorporating the IP, in any and all manners and media, whether now known or hereinafter devised, throughout the universe in perpetuity, in any and all languages. The undersigned also consents to the use of the IP in connection with the advertising, promotion, marketing and exploitation of the Contest, Programs and Producer's business.

The undersigned hereby waives any right that the undersigned may have to inspect or approve the use of the IP or finished Programs or any advertising, marketing or promotional materials that may be used in connection therewith. In no event shall the undersigned have the right to terminate the rights granted to Producer hereunder or to enjoin, restrain, or otherwise interfere with the development, production, distribution or other exploitation of the Programs.

The undersigned represents and warrants that: (i) the undersigned is the owner and/or authorized representative of the IP and that the undersigned has the full authority to execute this release and to grant Producer the permission and rights herein granted, and that no one else's permission or consent is required, and (ii) no credit, acknowledgment, payment, contribution, monies and/or any other consideration is required to the undersigned and/or any other person and/or entity (including but not limited to any guild, union and/or other collective bargaining organization) for Producer's use of the IP as provided in this agreement. The undersigned, and the undersigned's representatives, successors and assigns hereby absolutely, unconditionally and forever release and discharge Producer and all other persons and entities connected with the Contest or Programs, and each of them, from any and all claims, actions, causes of action, proceedings, suits, awards, judgments, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, reasonable attorneys' fees and union fees, if any) arising out of, resulting from, or by reason of, the use of the IP in or in connection with the Contest, Programs (including without limitation, claims based on patent, trademark or copyright infringement, rights of publicity or privacy, defamation or false/negative light) or Producer's business. The undersigned shall defend (at indemnitee's option), indemnify and hold harmless Producer, its licensees and each of their respective direct and indirect parents, subsidiary, affiliated and related entities and the respective officers, directors, principals, employees, shareholders, contractors, members, joint venturers, sponsors, representatives, agents, licensees, successors and assigns of each of the foregoing, from all liability, injury, damage, expense, or loss caused by or arising out of or related to (i) any act or omission of the undersigned which is a breach of the provisions of this Intellectual Property Release; (ii) a breach of any of the undersigned's representations, warranties or covenants hereunder; (iii) materials or images appearing in the Programs that were provided to Producer by the undersigned (including, but not limited to, the IP and any logos and trademarks); or (iv) the negligence or willful misconduct of the undersigned or the undersigned's agents, employees, contractors or representatives. The undersigned acknowledges that in no event shall Producer be obligated to use the IP in the Programs or otherwise or to exercise any other rights, licenses or privileges granted to Producer hereunder.

This Intellectual Property Release shall be binding upon the undersigned and the undersigned's heirs, representatives, agents, employees, contractors, successors, licensees and assigns. Producer may assign its rights in this Intellectual Property Release. The undersigned will not assign its rights in this Intellectual Property Release.

ACCEPTED AND AGREED TO ON _____, 20____:

SIGNATURE: _____

ADDRESS: _____

NAME: _____
