

HGTV Competition Show
MATERIALS RELEASE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby grant to **SCRIPPSNETWORKS, LLC** and its parents, subsidiaries, licensees, successors, and assigns (collectively, "Network") the right to use in and in connection with the untitled **HGTV** program "**HGTV Competition Show**" ("Program") any of the materials listed below (which may include still photographs, video and/or film footage, paintings, pictures, slides, posters, letters, books, newspapers, statuary, art, exhibits, graphics, logos or any other objects) as well as any related names, trademarks, service marks, trade names, logos, copyrighted material and/or other materials that I have furnished to Network (collectively, the "Materials"):

photos, video and/or film footage

I agree that Network shall have the right to make video and/or audio tapes, photographs, films and/or recordings of the Materials (collectively, the "Recordings") and that Network shall own all rights, including copyright, in the Recordings and the results and proceeds of such Recordings. Network shall forever have the right to use, and license others to use, the Recordings, in whole or in part, an unlimited number of times, in all languages, in any and all media (whether now known or hereafter devised) anywhere in the world, and in connection with the advertising, sale, promotion, marketing, merchandising, distribution, and any and all other types of exploitation of the Program, Network and any of its products, other programs, and services, or otherwise. Network shall have the right to refer to the Materials by their correct and/or their commonly recognized name(s). Network shall have the right to edit the content and text of the Recordings in any manner or form and I waive any right to inspect or approve of any use of the Recordings.

I waive the right to seek injunctive relief that I may have in connection with this Materials Release. I hereby release, discharge, and hold harmless Network from any and all claims, demands, or causes of action that I may have, including without limitation, claims based upon defamation or invasion of privacy, or any other matter arising from any use of the Recordings. I represent and warrant that I have the right to enter into this Materials Release, that the permission of no other person is needed in order for me to grant the rights in this Materials Release to Network and that neither I nor anyone acting for me gave, or agreed to give, anything of value to any officer, director, employee or agent of Network to secure the inclusion of the Materials in the Program. I further represent that Network's use of the Materials as permitted herein will not violate or infringe upon the rights of any third party.

I recognize that Network is relying on my representations and warranties and the rights I am granting in this Materials Release and that a breach thereof would cause Network irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law; therefore, I hereby expressly agree that Network shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this Materials Release by me.

I agree that no sum shall be due to me for execution of this Materials Release and Network shall not be obligated to pay me or any third party any sum whatsoever, regardless of the time or method of any future use of the Recordings.

All provisions hereof concerning the Recordings, the Program and the potential inclusion of the Materials in the Program shall be kept strictly confidential by me and my representatives. Neither I nor my representatives shall issue any press releases or public statements about the Program and/or Network without Network's prior written permission.

Network is not obligated to actually use the Materials and the Recordings or produce the Program. This Materials Release shall be governed by the laws of the State of Tennessee (excluding conflicts of law principles), regardless of the place of its physical execution and shall be binding on my legal representatives, heirs, and assigns. The parties hereby submit to the jurisdiction of the state and federal courts of the State of Tennessee, Knox County, for the purpose of resolving any dispute arising out of or resulting from this Materials Release. I shall not raise, and hereby waive, any defenses based upon improper venue, inconvenience of the forum, lack of personal jurisdiction or the sufficiency of service of process. This Materials Release represents the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein.

AGREED AND ACCEPTED:

Signature: _____

Email Address: _____

Title: _____

Phone #: _____

Print Name: _____