

## APPEARANCE RELEASE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby grant to **Notional, LLC** and its parents, subsidiaries, licensees, successors, designees, and assigns (collectively, "Producer") the right to use my name, likeness, voice, conversation, sounds, biographical data and/or material, and editorial comments concerning me (collectively, my "Appearance") in and in connection with **the Television Food Network, G.P. (TVFN)** program tentatively entitled "**Chopped**" ("Program") as follows:

I agree that Producer shall have the right to create and capture audiovisual, audio-only, visual-only, and literary works, including the production of video and/or audio tapes, photographs, films, and/or recordings of and from my Appearance (the "Content") by any method of recording. I agree that no consideration shall be due to me for the use of my Appearance, and Producer shall not be obligated to pay me or any third party any consideration whatsoever, regardless of the time or method of any use of the Content.

I agree that Producer, or Producer's agents and assigns, shall forever own all rights, including copyright, in the Content and the results and proceeds of such Content, and shall have the irrevocable right to use, and license others to use and sublicense, the Content in whole or in part, an unlimited number of times, in all languages, in all media whether now known or hereafter devised, anywhere in the Universe in connection with all forms of exploitation, including without limitation, advertising, sale, promotion, marketing, merchandising, and distribution of the Program, other programs, or other products and/or services, including without limitation direct or indirect endorsements. Producer shall have the right to edit the Content in any manner or form, and I waive any right to inspect or approve of any use of the Content, including droit moral or moral rights, if any.

I understand and acknowledge that once I have been selected to participate in any portion of the Program and once I have participated and/or performed in any portion of the program, I am obligated to complete all of my services, in connection with the Program, in full and must participate in all future portions of the Program. Producer is not obligated to engage my services, nor does Producer guarantee that my services will be required for any portion of the Program regardless if I have or have not already participated in any portion of the Program. I understand that I am responsible for paying any and all applicable taxes that may be imposed upon any goods, services, cash prizes, or other valuable consideration that I may receive in connection with my Appearance hereunder, and I hereby release and indemnify Producer from any liability related to any such applicable taxes.

I acknowledge that TVFN is not signatory to any union or guild or other collective bargaining agreements and this document is not subject to any such union, guild, or other collective bargaining agreements, and I hereby indemnify TVFN and its respective employees, officers, directors, shareholders, successors, licensees, assigns and affiliated entities harmless from and against, any and all payments required by collective bargaining, guild and union agreements, if any, and all other legal requirements, including, but not limited to pension and welfare funds, dues and contributions for me.

I hereby release, discharge, and hold harmless Producer from all claims, demands, or causes of action that I may have, including without limitation, claims based upon defamation, invasion of privacy, rights of publicity, commercial disparagement, the creation, implementation and/or enforcement of Program Rules (as defined below), and/or any other claims arising from the creation of or use of the Content or my Appearance.

If I am selected to participate in the Program, I agree to follow and obey all rules, instructions, directions, and requirements of Producer and TVFN, as they may be changed, modified, or amended by the Producer and TVFN before, during and after the production of the Program (the "Program Rules"). I understand the Program Rules may require me to be separated from my family, friends, and regular environment for several days, to be present at one or more locations (collectively with any other locations or sets in which production of the Program may occur, "Locations"), with or without other participants of the Program, and that I may be subject to limitations or prohibitions on my ability to communicate with my family, friends and others, for up to twenty-four (24) hours a day, for a period of several days (and possibly longer or shorter). I understand that the Program and my compliance with the Program Rules may cause me mental, psychological or emotional distress, and the consents, authorizations, assumptions of risk and releases set forth in this Agreement expressly apply to all such potential harms.

I represent and warrant that: (i) the consent of no other person or entity is necessary to grant the rights hereunder; (ii) neither I, nor anyone acting for me, gave, or agreed to give, anything of value to any officer, director, employee, or agent of Producer to secure my Appearance in the Program; and (iii) any statements made by me during my Appearance are true, to the best of my knowledge, and neither they nor my Appearance will violate or infringe upon the rights of Producer or any third party. I recognize that Producer is relying on my representations and warranties and the rights granted in this Appearance Release, and my breach thereof would cause Producer irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law; therefore, I hereby expressly agree that Producer shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this Appearance Release by me. I waive the right to revoke, and any right to injunctive or other equitable relief, which I may have in connection with this Appearance Release.

All provisions hereof concerning the Content, the Program, and the potential inclusion of my Appearance 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 this Appearance Release, the Program and/or Producer without Producer's prior written permission.

Producer is not obligated to actually use my Appearance, exploit the Content, or produce the Program. This Appearance Release shall be governed by the laws of the State of New York (excluding conflicts of law principles), regardless of the place of its physical execution and shall be binding on me and my successors, parents, licensees, legal representatives, heirs, and assigns (as applicable). I hereby submit to the jurisdiction of the state and federal courts of the State of New York, County of New York to resolve any dispute arising out of or resulting from this Appearance 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. Termination of this Appearance Release, for any reason, shall not affect Producer's, or Producer's agents', rights in the Content. Producer

may assign its rights in the Content and/or the Program, in whole or in part, to any individual or entity, without restriction. This Appearance Release represents the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein.

**AGREED TO AND ACCEPTED:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**[WHEN APPLICABLE, SIGNATURE LINES FOR LEGAL GUARDIAN(S) OF A MINOR APPEAR BELOW]**

**[MINOR: If a minor is depicted in the Content, I represent and warrant that I am either a parent or legal guardian of the minor child, and that I have complete authority to grant this Appearance Release on the minor child's behalf. I hereby agree that I and the said minor will be bound by all the provisions contained herein.]**

**SIGNATURE:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_