

NAME AND LIKENESS RELEASE

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby grant Scripps Networks (“**Company**”) and Cakehouse Media, LLC (collectively “**Producer**”) and their respective parents, affiliates, subsidiaries, licensees, successors and assigns (collectively, “**Released Parties**”) the absolute and irrevocable right and permission (but not the obligation) to photograph, film, videotape, record, reproduce, portray and/or otherwise exploit my name, voice, persona, appearance, signature, photograph, portrayal, characteristics, biographical material, image and/or likeness (collectively, “**Likeness**”) in and in connection with the project and/or gameplay test currently entitled “Untitled Food Competition” (collectively the “**Program**”) or otherwise, and to use the results and proceeds thereof including, without limitation, all video and audio recordings, photographs and/or film (collectively “**Recordings**”) produced by Producer and/or Company incorporating my Likeness or any portion thereof and any and all performances, stories, statements or actions made by me, whether written, spoken, sung, or otherwise uttered or expressed by me, information given and/or materials provided by me, captured on any such Recordings (such results and proceeds referred to collectively herein as the “**Material**”) as follows:

(a) To use, incorporate, broadcast, telecast, exhibit, distribute, re-use, publish, re-publish, alter and/or edit (in Producer’s sole discretion) the Material and/or my Likeness in whole or in part, alone or in conjunction with other material in connection with the Program, any episode thereof or otherwise, in any and all media, in any and all forms and versions, now known and hereafter devised, throughout the universe and in perpetuity, including without limitation all forms of television, DVD and any successor devices, books, and ancillary exploitation, promotion, merchandising, publicity and advertising of and for the Program and/or any network exhibiting the Program. Neither Producer nor Company has any obligation to use the Material and/or my Likeness. I shall have no rights of review or approval regarding the Program or the exercise of the granted rights and Producer and /or Company shall have the right to edit or delete the Material and/or my Likeness, juxtapose any part of the Material with any other materials, change the sequence of events or of any questions posed and/or answers I give, and make any other changes in the Materials as Producer and/or Company chooses in Producer’s and/or Company’s sole discretion; and

(b) To copyright the Material in Producer’s and/or Company’s own name or in any other name (the Material shall be considered a “work made for hire”). I understand that all rights in and to the Material, including the negatives, outtakes, sounds and the images contained therein, shall be Producer’s and/or Company’s sole and absolute property. I also understand and agree that my appearance in the Program is not, and will not be deemed, employment or an engagement to perform any services and there will be no payment due in connection with the use of the Material. Notwithstanding the foregoing, in the event and to the extent the Material or any portion thereof is not deemed a “work made for hire”, such will not affect the rights therein granted in Paragraph 1(a) above.

2. I represent and warrant that I have the right to grant Producer and Company all of the rights set forth above without obtaining the permission of, or making any payments to, any third party or entity. I confirm that, to the best of my knowledge any statements made by me in the Material will be true and will not violate or infringe upon any third party's rights. I hereby release the Released Parties from, and covenant not to sue any of the Released Parties for, any claim or cause of action, whether known or unknown, for defamation, false light, libel, slander, invasion of right of privacy, publicity or personality, or any other claim or cause of action (whether based on the common law or federal or state statute), based upon or relating to the use of the Material or the exercise of any of the rights referred to herein or arising in connection with the Program. I agree to indemnify and hold harmless the Released Parties from and against any liabilities, losses, claims, demands, costs (including without limitation attorneys’ fees) and expenses arising in connection with any breach or alleged breach by me of any of the above representations, warranties, obligations or agreements hereunder. I hereby waive any moral rights or “droits moral” I may have in the Material and/or my Likeness.

3. Except as otherwise authorized by Producer and/or Company, I will not myself, and I will not authorize others to, publicize, advertise or promote my appearance on the Program, receive or generate any monetary advantage from my

appearance on the Program, or use or disclose to any party any information or trade secrets obtained or learned as a result of my participation in the Program, including without limitation any information concerning or relating to the Program, the host, the other participants, the cake, the events contained in the Program or the outcome of the Program or the method(s) of production of the Program. I agree that disclosure by me in violation of the foregoing shall constitute and be treated as a material breach of this Appearance Release, which will cause irreparable harm to Producer and/or the Company.

4. I acknowledge that, in the event of any breach by Producer, Company or any third party, the damage, if any, caused me thereby will not be irreparable or otherwise sufficient to entitle me to seek injunctive or other equitable relief. My rights and remedies in such event will be strictly limited to the right, if any, to recover compensatory (but not punitive or consequential) damages in an action at law, and I will have neither the right to rescind or terminate this agreement or any of Producer's or Company's rights hereunder, nor the right to enjoin the production, exhibition, or other exploitation of the Program or any subsidiary or allied rights with respect thereto. Producer and Company may freely assign their respective rights and obligations hereunder as each may deem appropriate. This release constitutes our entire understanding and agreement with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto. This release will inure to the benefit of and will be binding upon our respective affiliates, successors, licensees, assigns, heirs and representatives.

5. I warrant that I am at least eighteen (18) years of age (or, if not, that my parent or legal guardian has agreed to the foregoing and signed below) and that I have the full, complete and unrestricted right and authority to enter into this release. I acknowledge that Producer will rely on this permission potentially, at substantial cost to Producer and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

SIGNED: _____ **DATED:** _____

Print your name

*Print your date of birth**

Print all of your telephone numbers

Print your address

Print all of your email addresses

* For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.

AGREED AND ACCEPTED:

CAKEHOUSE MEDIA, LLC

By: _____

Its: _____