



460 WEST 34TH ST. 16TH FL, NEW YORK, NY 10001 212-564-2607 OFFICE 212-202-5206 FAX WWW.LEFTFIELD-ENTERTAINMENT.COM

APPEARANCE RELEASE

Program: (w.t.) Food Porn

- 1. Grants of Rights:** For good and valuable consideration, receipt of which is hereby acknowledged and accepted, I, _____, grant Leftfield Entertainment LLC, and its parents, affiliates, subsidiaries, licensees, and assigns (collectively "Producer"), the right to interview me; to take and/or utilize motion and still pictures of me and recordings of my voice, social media handles, any copyrightable material I may create, and any underlying composition or performance thereof (collectively the "Footage") and give Producer, its licensees, broadcasters and distributors, and each of their respective employees, agents, successors and assigns, past, present and future parents, divisions and subsidiaries (collectively "Companies") the right to use the Footage, my likeness, name and information relating to me, in the Program and otherwise in connection with Producer and Companies, or other programs created by Producer or Companies, including best-ofs and compilations of the program (collectively and singularly, the "Program"), and in advertisements, publicity and promotions for the Program and/or Producer and Companies (the "Advertisements"); to use my likeness or any Footage, Program, Advertisements and/or Derivative Works, to manufacture, directly or through third parties, ancillary products of any form, type or quality (e.g., merchandise), whether or not in connection with the Program, and including in connection with Producer and/or Companies or Companies' affiliated services; to use my likeness, the Footage and information in derivative works of the Program ("Derivative Works"); to edit the Footage, Derivative Works, and the Program as Producer and Companies wish; and to distribute and exhibit the Footage, Program, Advertisements and Derivative Works (whether directly or through third parties) in any form of media and by any method now known or later discovered anywhere in the universe in perpetuity.
- 2. Exclusivity:** I agree that the right to utilize the Footage created by Producer will belong solely and exclusively to Producer in all forms of media throughout the universe in perpetuity. The Footage and its underlying elements shall be considered work-made-for-hire and Producer shall be the exclusive owners of the results and proceeds of such with the right, among other things, to copyright, to use and to license others to use, in any manner, all or any portion thereof or of a reproduction thereof in connection with the Program, Advertisements, Derivative Works or otherwise. If for any reason, the results and proceeds shall not be considered works made for hire, then I hereby irrevocably assign to Producer, all right, title and interest in said results and proceeds. For purposes of clarity, I expressly waive any and all moral rights I may have in connection with my appearance likeness in the Footage.
- 3. Release:** I will never sue Producer or Companies or anyone because (i) Producer did not take or use in the Program, the Footage, my name, likeness or information; or (ii) I do not like the manner in which Producer took or used the Footage, my name or information in the Program, Advertisements and/or Derivative Works. I irrevocably and unconditionally release, waive and forever discharge Producer and anyone, jointly and individually, from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which I (or my assigns, agents and/or representatives) ever had, now has, or in the future may have relating to this Agreement, the Program or the Footage. I further acknowledge and consent that Producer may juxtapose any part of the Footage with any other part of the Footage or other elements of the Program, Advertisements and/or Derivative Works and/or alter the sequence of events or of any information presented in the Footage, Program, Advertisements and/or Derivative Works. Producer may edit, delete and dub the Program (including the Footage) as Producer sees fit. However, Producer represents and warrants that Producer will not portray me in such a manner that will give rise to actionable defamation. Producer shall have the right to include all information obtained about me and any appearance, depiction, portrayal, actions and statements in the Program as edited by Producer. Producer has no obligation and need not use the Footage, create or exploit the Program, or include me in any series based on or related to the Program. Producer may cancel production of the Program at any time, for any reason, without any obligation to me whatsoever. I hereby further agree not to sue and irrevocably and unconditionally release, waive and forever discharge Producer and Companies, jointly and individually (hereinafter collectively referred to as "Releasees"), from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which I (or my assigns, agents and/or representatives) ever had, now has, or in the future may have against the Releasees, including, but not limited to claims arising out of or related hereto (collectively, the "Released Claims"). The Released Claims shall include, but are not limited to, claims based on negligence, personal injury, wrongful death, property damage, libel, slander, defamation, invasion of privacy, publicity or personality, infliction of emotional distress, breach of contract, laws and infringement of trademark, patent or copyright. I agree that my remedies for any breach of this agreement by Companies or others will be limited to monetary damages, if any. I further agree that I shall be liable for any attorneys' fees and costs incurred by Producer and Companies in connection with any claim or lawsuit brought in violation of this agreement. In no event shall I have the right to enjoy the development, production or distribution or exploitation of the Footage, Program, Advertisements and/or Derivative Works.
- 4. Indemnity:** I am solely responsible for determining whether I am physically, emotionally, psychologically and mentally able to participate in the Program. I understand that my participation in the Program may be physically and emotionally stressful, have freely and knowingly consented to assuming such risk, and believe that I am fully capable of participating in the Program. I hereby release, hold harmless and forever discharge Producer, Companies, their parents, subsidiaries, affiliates, successors, and assigns, and their agents, employees, officers and directors, with respect to any claims, demands, or causes of action of any kind relating to, or arising out of, my appearance and participation in the Program, which includes, but is not limited to, any possible physical or mental injury, harm and damage sustained by me during filming of the Program. I affirm that any decisions in the activities being performed at the time of filming are made by me on my own accord, and I am accepting all risks, known and unknown, associated with my participation in the Program. Further I will indemnify and hold harmless the Producer, Companies, their parents, subsidiaries, affiliates, successors and assigns, and their agents, employees, officers and directors, with respect to any third-party claims, demands, or causes of action of any kind relating to or arising out of my appearance and participation in the Program.
- 5. Non-Competition:** In consideration for the opportunity to appear on the Program, I understand that I shall be exclusive to Producer from the date hereof through the earlier of six (6) months after the premiere of the last episode of the Program in which I participate or twelve (12) months from the last date of post-production ("Non-Competition Period"). Producer will have exclusive access to my name, voice, and likeness for Program-related publicity/promotion and I shall not appear in any documentary, reality, and/or non-fiction genre programming without Producer's written consent.
- 6. Confidentiality:** I agree to keep strictly confidential and not to disclose, or cause to be disclosed, to any third party any information which may be confidential/trade secret information regarding Producer, Companies and/or its affiliates or subsidiaries including, but not limited to, methods of doing business, program ideas, business data, future plans, casting and marketing strategies, financial results and business conditions, the terms of any agreement with any employee, vendor, licensee, program participant or other third party, any nonpublic information in any way related to Producer and/or its affiliates, subsidiaries and licensees and any information related to any potential or actual past, present or future Producer programs, including, without limitation, Producer's intention to develop programs, any

proposed program formats, contents, casts, characters, or other elements under consideration by Producer for inclusion in any program, the premise or title of any program, the storylines or outcomes of any programs or any events captured or recorded by Producer in connection with any program, the terms and conditions of this Agreement, and any and all other information disclosed to or obtained by me at any time from any source concerning or relating to the development, production, distribution and/or other exploitation of any such programs (collectively, "Confidential Information"), except as expressly authorized in advance by Producer in writing; or as required by law. I acknowledge and agree that any direct or indirect disclosure of any Confidential Information will constitute a material breach of this agreement and will cause Producer substantial and irreparable injury entitling Producer to, among other things: (i) if I am presently engaged by Producer, my immediate termination for breach of the terms of my engagement; (ii) injunctive or other equitable relief, without posting any bond, to prevent and/or cure my breach or threatened breach of this agreement; (iii) recovery of any damages suffered by Producer arising from such breach or threatened breach including, without limitation, any attorneys' fees, legal expenses and court costs incurred to enforce this paragraph; and (iv) disgorgement of any monies, profits, or other consideration or benefits which I derive from any and all sources (including but not limited to Producer's competitors and the media) relating to any disclosure or exploitation of any Confidential Information, in each case without prejudice to any other legal or equitable rights or remedies that Producer may have as a result of a violation of the terms hereof. Notwithstanding the foregoing, in no event shall I be entitled to equitable relief or otherwise to enjoin, restrain or interfere with the proposed development, production, exhibition or other exploitation of such programs. I agree to honor the provisions of this agreement in perpetuity.

7. Entire Agreement/Other: This Agreement represents the entire agreement between the parties hereto relating to the subject matter of the Agreement and replaces and supersedes all previous agreement relating thereto and all representations made relating to the subject matter hereof and may be varied only in writing signed by the parties. I understand that Producer is not obligated to use any of the rights granted herein. I know Producer will incur expenses in reliance on this Agreement, so I will not revoke it. In signing this Agreement, I have not relied on any representations or other statements that are not contained in this Agreement. I further agree that no oral agreements are binding on Producer unless reduced to writing and signed by a duly authorized officer of Producer. I represent and warrant that I have the full right, power and authority to grant the rights herein granted. Without limiting anything herein, in no event shall I have the right to enjoin the development, production, distribution or other exploitation of the Footage, Program, Advertisements and/or Derivative Works. Producer may transfer and assign this Agreement and any of its rights or privileged hereunder to any entity or individual without restriction. This release shall be binding on all my successor-in-interest and heirs. This Agreement shall be governed by the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute relating hereto. Except with respect to Producer's right to injunctive relief for breaches of the Agreement, in the event of any dispute concerning the performance or enforceability of this Agreement, and/or concerning the respective rights of the parties hereto, such dispute shall be the subject of mandatory mediation and/or binding arbitration pursuant to the rules and guidelines set forth by the American Arbitration Association. I acknowledge that Producer will suffer considerable monetary damages if I back out or revoke this release, therefore I represent and warrant that I will not back out of my obligations hereunder and I will not revoke any rights granted in this release. **I UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, I WAIVE THE RIGHT TO SUE PRODUCER AND/OR COMPANIES IN A COURT OF LAW AND AM REQUIRED TO ASSERT ANY CLAIMS/GRIEVANCES IN ARBITRATION. I KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY OR COURT TRIAL AND FREELY CONSENT TO THE TERMS OF THIS AGREEMENT.**

SIGNATURES ON PROCEEDING PAGE

PRINT NAME

PRINT EMAIL

PRINT PHONE NUMBER

Signature: _____

Date: _____

Address: _____

Date of Birth: _____

Leftfield Entertainment LLC

Signature: _____

Print Name: _____

Date: _____

IF PARTICIPANT IS UNDER EIGHTEEN YEARS OF AGE: I represent and warrant that I am the parent or guardian of the minor whose name appears above. I am entitled (together with the other undersigned person, if any) to the sole care, custody and control of my child/ward. I acknowledge that I have read the foregoing Agreement and am familiar with each and all of the terms contained therein, I am satisfied that the Agreement is fair and equitable, and I hereby give my express consent to its execution by my child/ward and will not revoke my consent at any time. I hereby release Producer and the Companies, their parent and affiliated entities, and licensees, successors, and assigns from any claims and causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee the performance of my child's/ward's obligations and the grant of rights in and to the results and proceeds of my child's/ward's activities as set forth above.

Signature: _____

Print Name: _____

Date: _____

Phone: _____

Signature: _____

Print Name: _____

Date: _____

Phone: _____