

## APPEARANCE RELEASE

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I authorize kid2kid and its licensees, successors and assigns (collectively, "Producer") to make use of my appearance in connection with the program tentatively entitled: "kid2kid videos" (the "Production") or otherwise.
2. I agree that on the date of \_\_\_\_\_ and as otherwise requested by Producer, Producer has the right to take motion and still pictures of me, and to record my voice, conversation, sounds and actions, including any performance of any musical composition(s) and/or re-enactments, dramatizations or portrayals of any material, during and in connection with my appearance and that Producer shall be the exclusive owner of the results and proceeds of any such taping, photography and recording, whether such taping, photography, and/or recording occurred prior to or after the date hereof, with the right, throughout the universe in any media (now known or hereafter devised), in perpetuity, 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 Production or otherwise.
3. I further agree that Producer may use and license others to use my name, voice, likeness and any biographical material concerning me that I may provide, in the promotion, advertising, sale, publicizing and exploitation of the Production and/or otherwise, including without limitation ancillary products (e.g., merchandise) in connection with the Production, Producer and/or any broadcaster of the Production or any licensee or assign's affiliated services, throughout the universe in all media formats, now know or hereafter devised, in perpetuity. I understand and agree that Producer is not obligated to use the recordings of me in the Production.
4. I represent and warrant that (i) I am over 18 years of age (or if under 18, my parents or legal guardians will sign the parental consent form below to signify consent on my behalf to the terms and conditions of this release); (ii) I have the right, power and authority to grant the rights set forth herein; and (iii) any statements made by me during my appearance are true and that neither they nor my appearance will violate or infringe upon the rights of any third party.
5. I hereby waive any right of inspection or approval of my appearance or the uses to which such appearance may be put. I hereby acknowledge that all of my actions and speech are subject to being recorded and that Producer is free to edit, change and dub any recordings of me with any other material (for any purpose), as Producer determines in its sole discretion.
6. To the maximum extent permitted by law, I agree that I will never sue Producer, any broadcaster of the Production, or anyone because I do not like the manner in which Producer or its licensees or assignees took or used the recordings made hereunder or used such recordings in the Production or in any other program or for any cause of action based on any of the Released Claims (as defined below). In addition, I understand that my participation in the production is at my own risk. To the maximum extent permitted by law, I, for myself and on behalf of my heirs, executors, agents, successors and assigns, hereby release, hold harmless, and forever discharge Producer, and any broadcaster, station or network that exhibits the Production, and each of their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees (the "Released Parties"), from any and all claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action whatsoever (including without limitation attorneys' fees) that in any way are caused by, arise out of or result from this Appearance Release, my appearance and participation in the Production, the recordings made hereunder, the Production, or in any advertisements or promotions therefore, the creation of the recordings made hereunder, my presence at or travel to any location in connection with my participation in the Production, or the broadcast or other exhibition of the Production, the recordings made hereunder, or the advertisements and promotions of any of the foregoing, on any legal theory whatsoever (including, but not limited to, personal injury, rights of privacy and publicity, defamation, or false light), regardless of whether caused by the negligence or willful misconduct of the Released Parties (collectively, the "Released Claims").
7. I will defend, indemnify and hold the Released Parties harmless from any and all such claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action, as well as all those that in any way are caused by, arise out of or result from any breach or alleged breach by me of any of the representations or warranties made by me in this Appearance Release.
8. Without limiting the foregoing, I hereby agree that I shall not have the right to terminate or rescind this release or to enjoin or restrain the distribution, exhibition or other exploitation of the Production or any advertising,

promotion, publicity or other materials produced in connection with the Production or elements thereof or rights ancillary thereto.

9. I agree that without the prior written approval of Producer, I shall not discuss this Appearance Release, the results and proceeds hereof, the Production itself, or my participation in the Production with any third party; except that I may make factual incidental, non-derogatory mention that I participated in the Production (e.g., "I participated in the program "kid2kid") after the initial exhibition of the Production in which I appear. My confidentiality obligations and publicity restrictions hereunder shall apply to any and all media whatsoever, including, without limitation, any social networking site, micro-blogging service, user-generated or user-uploaded content website, online forum, discussion thread or comment section, personal website or blog, user modified website ("wiki"), or any other website, service, platform, program, application or other form or method of communication, whether now known or hereinafter devised. For example and for the sake of clarity, I may not make disclosures prohibited hereunder via Facebook, Twitter, YouTube, Tumblr, Instagram or any other similar website or service, whether existing now or in the future.

10. I agree that no sum shall be due me for execution of this Appearance Release, this Production is a non-guild production and Producer 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 results and proceeds hereunder, including, without limitation, by way of use fees, reuse fees, repeat fees, residuals, royalties, profits, for so called rental and lending rights pursuant to directive, enabling or implementing legislation, laws and regulations enacted by any nation throughout the world, including the member nations of the European Union, or any other payments.

11. I acknowledge that there is a possibility that subsequent to the execution of this Agreement, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by me at that time may have materially affected my decision to execute this Agreement. I acknowledge and agree that by reason of this Agreement, and the releases contained in the preceding paragraphs, I am assuming any risk of such unknown facts and such unknown and unsuspected claims.

12. I agree that Producer may assign this release and any or all of its rights and obligations to any party or entity. This release shall be governed by the laws of New York, and any disputes arising hereunder shall be adjudicated exclusively in the courts of such state. This release constitutes the entire understanding of the parties and replaces any and all former and contemporaneous agreements and understandings relating to the subject matter hereof. No waiver or modification of the terms hereof shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth. This release may be executed by original, facsimile or electronic signatures and in counterparts, each of which will be deemed an original, but all of which together will constitute a single instrument.

Name: \_\_\_\_\_  
(Please Print)

\_\_\_\_\_  
Signature

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

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

City/State/Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Phone #: \_\_\_\_\_

SSN #: \_\_\_\_\_

**PARENTAL CONSENT (to be signed by parents or guardians if above signatory is a minor)**

As a material part of the consideration inducing kid2kid (“Producer”) to enter into the foregoing Appearance Release (“Agreement”) between Producer and \_\_\_\_\_ (the “Minor”), a minor and a citizen of the state of \_\_\_\_\_, the undersigned \_\_\_\_\_ (first parent’s/guardian’s name) and \_\_\_\_\_ (second parent’s/guardian’s name) hereby represents, warrants and agrees as follows:

1. The undersigned is the \_\_\_\_\_ of the Minor. The undersigned is entitled to the sole and complete custody, care and control of the Minor and, further, is entitled to enter into this Parental Consent.

2. Having read the Agreement and understanding the nature and extent of all the rights that the Minor has granted to Producer thereunder, the undersigned hereby expressly approves of, and consents and agrees to the Minor’s execution of the Agreement and his/her undertakings and obligations thereunder.

3. The undersigned shall do any and all things reasonably necessary and reasonably required by Producer to assist in the full and complete performance by the Minor of the Minor’s representations, warranties, undertakings, indemnifications, releases, disclosures, acknowledgements, assignments, grants, engagements, approvals, conveyances, covenants, obligations, and agreements (collectively “obligations”) under the Agreement, including, without limitation, acting as guardian to the Minor in connection with all of the Minor’s undertakings and obligations under the Agreement, provided that if Producer wants to have the Agreement court-approved, Producer shall reimburse Minor or the undersigned for all actual, out-of-pocket costs incurred in connection with obtaining such court approval.

4. The undersigned hereby guarantees to Producer the full and complete performance by the Minor of each and all of the Minor’s obligations as set forth in the Agreement.

5. If there is only one parent/guardian, the undersigned represents and warrants that they have the sole ability to grant the right for the Minor to participate in the Program to the full extent set forth in the Agreement and that no other party (other than the Minor once the Minor is 18) has a right to claim otherwise or to disaffirm the Agreement between Producer and the Minor.

6. The consideration provided in the Agreement whether implicit or explicit shall be deemed to be the consideration in full for all rights in the Agreement and herein granted and agreed to be granted to Producer and for all obligations, pursuant to the Agreement and pursuant to this Parental Consent, not only by the Minor but also by the undersigned.

7. The undersigned agrees to execute any documents or papers, to cooperate in any proceeding, and to comply with any applicable laws, regulations and requirements concerning contracts with minors.

8. The undersigned hereby expressly agrees to and shall indemnify Producer and the Released Parties as defined in the Agreement (“Released Parties”) from any and all costs incurred and any and all loss of any nature or kind whatsoever arising from or relating to any claims made by or on behalf of the Minor relating to the subject matter of the Agreement and this Parental Consent, other than as may be expressly provided for in the Agreement.

9. The undersigned hereby expressly agrees to and shall indemnify Producer and the Released Parties from any and all costs incurred and any and all loss of any nature or kind whatsoever arising from or relating to the breach of any guarantee(s) made by the undersigned in this Parental Consent.

10. The undersigned expressly agrees that the provisions of this Parental Consent shall apply and relate with full force and effect not only to the Agreement including any and all exhibit(s) thereto, but as

well to any and all written supplements, modifications and amendments thereto that may be signed by the undersigned.

11. If the names of two or more persons appear as the undersigned in the opening paragraph of this Parental Consent or if this Parental Consent is executed by two or more persons, then this Parental Consent shall be binding jointly and severally upon said persons and each of them, and each and all of the obligations on the part of the undersigned hereinabove set forth shall be and be deemed to be joint and several. Any reference to any singular number herein shall be deemed to include the plural numbers, if the context so requires.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Signature of Father/Guardian of Minor

\_\_\_\_\_  
Signature of Mother/Guardian of Minor