

## 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 am at least eighteen (18) years of age or older and I have the full right, power, and authority and capacity to enter into this Agreement and to grant the rights granted hereunder. If I am under the age of eighteen (18) my parent or guardian has granted permission for me to participate in this program (as indicated by the counter signature within this release).

I am a United States citizen or a permanent legal resident of the United States or otherwise legally permitted to participate in the Series in the United States (i.e., by disclosing my status to Producer in advance and then completing all necessary paperwork required for someone to be engaged in the United States).

I am not currently a candidate for public office, and I agree that I will not become a candidate for public office until at least one (1) year after the initial broadcast or other exhibition of the final episode of the Series in which I appear, including, any Special Episodes.

I do not have any knowledge or access to anyone with knowledge of or access to any material, assignments, challenges or competitions that may be incorporated into the Series. Any statements made by me during my appearance and/or services in connection with the Series are true and accurate.

I am not currently employed by any of the following, nor are any of my immediate family members currently employed by any of the following "Program Entities", nor do I know anyone who is/was an employee, officer, agent or representative of any of the following:

- (i) Producer or any other person or entity involved in the development, production, distribution or other exploitation of the Series;
- (ii) Network or any network owned and operated by Network or any of its parent, subsidiary, including without limitation Scripps Networks, LLC, and/or any parent, subsidiary or affiliate thereof, including without limitation Television Food Network, GP (all of the foregoing, "Network");
- (iii) Enteractive Solutions Group, Inc. and Sullivan Compliance Company ("SCC"), or affiliated entities;
- (iii) Any sponsor of the Series or its advertising agency; or
- (iv) Any person or entity supplying services or Prizes to the Series.

If you are now employed by, or an agent or representative of, any of the foregoing Program Entities, please explain:

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**I do not know anyone who is now** an employee, agent or representative of any of the Program Entities.

If you know someone who is now or has been in the past two (2) years employed by, or an agent or representative of, any of the Program Entities, please explain:

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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, but not limited to copyright, and on a work-for-hire basis, as such term is used in United States Copyright law), 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.

Appearance Release (Adult & Minor) - as of Jan 2016

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*Initials*

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*Minor Initials (if applicable)*

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, network, scc and all other companies and individuals involved in the production and/or exploitation of the program, and each of their parent companies, subsidiaries, affiliates, successors, assignees, agents and licensees, and the directors, officers, Shareholders, members and employees of each of the foregoing (all of the foregoing, the "released parties") from any and all claims and/or liabilities arising out of the program or any injury or damage to me as a result of, or by reason of, my participation on the program, or from any use of any prize or gift awarded to me in connection with the program, if any. I understand and agree that the released parties are not responsible for articles left unsupervised in contestant/participant areas, including, but not limited to, handbags, wallets, jewelry and money, nor will the released parties accept possession or bailment of such articles. The released parties' employees and staff have no authority to bind the released parties or create bailment.

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 further understand that my appearance, depiction and/or portrayal in the program, and my actions and/or the actions of others displayed in the program, may be disparaging, embarrassing or of an otherwise unfavorable nature to me. I further represent and warrant to producer that I am in good physical and mental health.. I hereby acknowledge that participation in the program and/or in any of the activities that make up the subject matter of the program (e.g., competing in cooking challenges), may involve strenuous, physical, dangerous or hazardous activities (e.g., use of knives and other sharp utensils and tools, cooking equipment, working with fire and machinery, etc.). I further acknowledge that this agreement does not provide a full list of all the risks, hazards and dangers that I will be exposed to as a result of voluntarily participating in any hazardous activities that may be the subject matter of the program. I represent that I am familiar with the varied risks and dangers inherent in my participation in the program and further represent that I routinely engage in activities of the nature contemplated in connection with the program.

I acknowledge that Producer and/or the Network may have entered into agreements with sponsors and/or product providers in connection with the Program whereby such sponsors and/or product providers agreed to supply certain products and/or services for the Program. As a result, I may be required to use certain products in connection with my appearance in the Program and any advertisements within or connected to the Program. I agree to use or be associated with such products and their respective manufacturers or owners of such products on and/or off camera as required by Producer or the Network without any additional compensation

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.

In case of an emergency, I authorize Producer to arrange for or otherwise provide medical assistance to me as Producer may determine to be necessary. I also authorize any licensed physician, health care personnel or medical facility to provide any medical or surgical care (including, without limitation, the use of anesthetics) and to hospitalize me, as such licensed physician, health care personnel or medical facility determines necessary or

Appearance Release (Adult & Minor) - as of Jan 2016

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*Initials*

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*Minor Initials (if applicable)*

advisable, pending receipt of a specific consent from me. I also authorize any reasonably necessary care by paramedics, emergency medical technicians, or other first responders. In connection with the foregoing, I also agree to execute a copy of the Emergency Medical Release provided by Producer, which is incorporated in the release packet, and therefore forms a part of this Agreement. I understand that any injury I may suffer and any treatment I may receive is part of the Program, and may be filmed and broadcast, exhibited, and otherwise used and/or exploited by Producer and/or Network.

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