



PROPRIETARY & CONFIDENTIAL

Talent Release

(This Talent Release must be signed by everyone who appears in the Videos)

Title of Production: _____

Description of Talent's Role/Appearance in the Production: _____

[INSERT DETAILED DESCRIPTION OF THE NATURE AND PURPOSE OF TALENT'S APPEARANCE IN THE VIDEOS]

I, _____ [Insert Name of Individual Appearing in the Videos], for good and valuable consideration, including the possibility of publicity, the receipt and sufficiency of which I acknowledge, hereby irrevocably grant to CSpence Group, LLC ("CSG") and its assigns and licensees (collectively, "**Company**"), the perpetual, worldwide, fully-paid, royalty-free, right to photograph, film, videotape or otherwise record, reproduce, depict or capture my performance, physical likeness, appearance, movements, image, name (or a fictitious name), biographical data and/or to record my voice (in any language) and other sound effects made by me in any manner they desire and the results and proceeds thereof (the "Performance") in any medium or format now known or hereafter devised (including, without limitation, audio streaming, digital and/or terrestrial radio, publishing, animation, artwork, caricatures, film, television, videocassettes, interactive devices, and Internet and on-line systems), in perpetuity, throughout the universe, in any and all languages, related to the development, production, publication, distribution and/or exploitation of that certain creative audio-visual production (the "Production") to be produced by Company. The rights granted by me hereunder include the right of Company to create derivative works of the Production, and use the Production, and any derivative works thereof, in connection with related merchandising, advertising, promotion and/or any other lawful commercial and/or non-commercial purpose whatsoever. I hereby irrevocably assign to Company all rights now as hereafter recognized to the results and proceeds of my services and irrevocably waive all my so-called moral rights ("droit moral"). I acknowledge that Company shall have the right to edit and combine with other material or manipulate my performance, name, likeness, movements, voice and sound effects in connection with their exercise of said rights. I agree that Company shall have sole discretion in determining the extent and manner of use of my performance, voice, music, sound effects, name or likeness or anything else granted herein and are not obligated in any way to use my performance, voice, music, sound effects, name, likeness or anything else granted herein or any portion thereof in any medium.

I represent and warrant that I have all right and authority to grant Company all the granted rights above with respect to my Performance or other services and that Company may exercise such rights without liability or obligation to third parties. To the extent permissible under the applicable law, I further agree that if by reason of the exercise of the rights herein granted, there is any claim or litigation involving any charge by third persons for violation or infringement of their rights, I will hold Company its subsidiaries, affiliates, assigns, successors and licensees, as well as their respective parents, principals, employees, contractors managers, directors, officers, agents and representatives (collectively, the "Indemnified Parties"), harmless from liability and will indemnify and defend them against any and all losses or expenses



PROPRIETARY & CONFIDENTIAL

(including reasonable attorneys' fees and costs) arising from the defense of such claims or litigation. I hereby agree that I will not assert or maintain against the Indemnified Parties any claim, action, suit or demand of any kind or nature whatsoever, including, but not limited to, those grounded upon invasion of the right of privacy or of publicity or any other civil rights, defamation, libel or slander for any other reason in connection with the exercise of the consent of rights herein granted to Company or otherwise in connection with the Production and I hereby irrevocably waive any and all rights to seek or obtain any injunctive or other equitable relief. I further acknowledge and agree that any breach by me of this release will cause irreparable harm, and therefore, that the Indemnified Parties shall be entitled to injunctive or equitable relief in addition to all other remedies available at law or in equity, in any court of competent jurisdiction (without obligation to post any bond or surety or show harm). The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent that I am knowingly and voluntarily waiving the effect of any laws requiring the intent to release future unknown claims. This release and the rights granted hereby may be freely sublicensed and/or assigned (in full or in part) by Company.

I agree and acknowledge that the services I am rendering or have rendered are and shall not be governed by the terms of any union or guild collective bargaining agreement, and I understand and agree that the Production is a non-guild production and there will be no residual or any other type of payment due in connection with my Performance. In addition, I hereby affirm that neither I, nor anyone acting for me, gave or agreed to give anything of value to Company, or any representative of any television network, motion picture studio or production entity, for arranging my appearance in the Production.

This talent release shall be binding upon, and shall insure to the benefit of, my heirs, executors, administrators, successors and assigns. I hereby certify and represent that I have read the foregoing, fully understand the meaning and effect thereof and am signing this voluntarily. This release shall be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein (without regard to the conflict of laws provisions thereof) and I irrevocably consent to the exclusive jurisdiction and venue of the courts located in San Francisco, California. I acknowledge that this release constitutes the entire understanding of the parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings of the parties and that any modifications or amendments hereto must be in writing signed by the parties. A fax or photocopy of this document shall be deemed an original for all purposes.

No compensation will be paid hereunder.

ACCEPTED AND AGREED TO:

By: _____

Print Name: _____

Date: _____

IF I AM UNDER EIGHTEEN (18) YEARS OF AGE (OR UNDER NINETEEN (19) YEARS OF AGE IN ALABAMA OR NEBRASKA OR UNDER TWENTY-ONE (21) YEARS OF AGE IN MISSISSIPPI), THE FOLLOWING MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN:



PROPRIETARY & CONFIDENTIAL

I am the (father) (mother) (duly appointed guardian) of the above person, and I hereby consent to, join in and approve the foregoing authorization, will ensure that my minor child honors his/her obligations and will indemnify and hold Company, its assigns and licensees, and each of their officers, directors, employees and contractors, harmless against any claims or damages related in any way to the rights granted above, my child's performance or obligations hereof, any breach of the above representations, warranties and agreements or any attempt to disaffirm the foregoing.

Signature

<p>Print Name:</p> <p>_____</p>	<p>Phone:</p> <p>_____</p>
<p>Address:</p> <p>_____</p> <p>_____</p>	