

PUBLICITY WAIVER AND RELEASE

COMPANY, Inc., a _____ corporation with offices located at _____ (the "**Company**") desires to use and publicize the name, likeness and other personal characteristics and private information of the individual named below ("**I**" or "**me**") for advertising, promotion and other commercial and business purposes. In exchange for the intangible value I will gain by participating in the Company's publicity programs, I give the Company my permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Publicity Waiver and Release ("**Agreement**").

I hereby irrevocably permit, authorize and license COMPANY, Inc. and its affiliates, successors and assigns, and their respective licensees, advertising agencies, promotion agencies and fulfillment agencies, and the employees, officers, directors and agents of each and all of them ("**Authorized Persons**"), to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use and permit others to use my name, image, likeness, and appearance, voice, professional and personal biographical information, and other personal characteristics and all materials created by or on behalf of the Company that incorporate any of the foregoing ("**Materials**") on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on magazines, brochures and other print publications, electronic, magnetic and optical media, television broadcasts, radio broadcasts, and other advertising and promotional materials, press releases, the internet, and for any purpose, including but not limited to advertising, public relations, publicity, packaging and promotion of the Company and its affiliates and their businesses without further consent from or royalty, payment or other compensation to me.

I hereby irrevocably transfer and assign to the Company my entire right, title and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by the Company, and that the Company has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from the Company's editing, alteration or use of the Materials. The Company has no obligation to use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress or any similar claim or cause of action in tort, contract or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**") arising directly or indirectly from the Authorized Persons' exercise of their rights under this Waiver and Release and the use and exploitation of the Materials, and whether resulting in whole or in part by the negligence of the Company or any other person, covenants not to make or bring any such Claim against any

Authorized Person and forever releases and discharges the Authorized Persons from liability under such Claims.

I represent and warrant to Company that the Authorized Persons' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from any third party is required in connection herewith.

This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Agreement shall be brought only in the federal and state courts located in California, and the parties hereby consent to the exclusive jurisdiction of such courts.

THIS AGREEMENT PROVIDES THE COMPANY WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER AND RELEASE OF LIABILITY, ALLOWING THE COMPANY TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR NAME, LIKENESS AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS WAIVER AND RELEASE AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signed: _____

Name: _____

Date: _____