

Music Video Race LLC.  
1108 Howard St, Level 3  
San Francisco CA 94103

# Waiver and Release Form

## (For All Third Party Contributors)

1. For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, I agree to participate in and in connection with a motion picture being produced by [REDACTED] ("Filmmaker") as part of the Music Video Race on or about [REDACTED], 2014 (the "Project"), as well as in connection with any "behind the scenes" or "making of" footage photographed, filmed, recorded and/or otherwise produced by Music Video Race LLC ("MVR"). For the purposes hereof, the motion picture and any "behind the scenes" or "making of" footage will be referred to hereinafter, collectively and individually, as the "Film".

2. I hereby grant to Filmmaker and MVR and their respective parents, affiliates, subsidiaries, licensees, successors and assigns: (a) the right (but not the obligation) to film, tape, and photograph me and record my voice, conversations, sounds, and performances in connection with the production of the Film, and any pre-existing materials furnished by me ("Pre-existing Materials"); (b) all right, title, and interest of every kind and character whatsoever (including without limitation copyrights) in and to the results and proceeds of my appearance and performance, including without limitation any situations, incidents, experiences, events, stories, statements or actions made by me, whether written, spoken, sung, or otherwise uttered or expressed by me in the Film including, without limitation, all film, photographs and sound recordings produced by MVR and/or Filmmaker in connection therewith (collectively the "Results and Proceeds").

3. Filmmaker and MVR shall be the sole and exclusive owner(s) of the Film and the Results and Proceeds in perpetuity throughout the universe, in any and all languages, in any and all media know known or hereafter invented, and shall have the right (but not obligation) to: (a) exhibit, broadcast, use, reproduce and license, and sub-license all or any part of the Film and/or the Results and Proceeds; (b) edit, alter, dub, subtract from, add to or modify the Film and Results and Proceeds in any manner, combine it with any other material and/or incorporate it into other films, projects or programs; and (c) use and license my name, voice, likeness, image, photograph, and biographical material (collectively "Name and Likeness"), in and in connection with the production, distribution, advertising, publicity, promotion, exhibition and other exploitation of the Film, the Results and Proceeds and/or any portion thereof, and in connection with MVR or MVR's products and services, an unlimited number of times, without any obligation of any kind to me whatsoever.

4. I hereby expressly waive any and all so-called "moral rights" or "droits morale" in connection with the Film, Results and Proceeds, my appearance(s) therein and my furnishing of any Preexisting Materials in and in connection with the Film. My signature hereon subsequent to the production of the Film and/or the Results and Proceeds shall have the same effect as if I had signed in advance thereof.

5. I represent that my appearance in the Film (and my furnishing of Pre-existing Materials, if any) will not to the best of my knowledge (i.e., what I know or should know after the exercise of reasonable prudence) infringe upon the rights of any third party, including without limitation

copyright, trademark, right of publicity, privacy, or any other right. I represent and warrant that I have all rights and authority to enter into this Waiver and Release (“Release”) and to grant the rights transferred and granted herein. No other authorization is necessary to enable Filmmaker and/or MVR use my Name and Likeness, the Results and Proceeds and/or the Pre-existing Materials (if any), for the purposes herein contemplated. I hereby waive any right of inspection or approval of the Results and Proceeds, the Film, my Name and Likeness and/or the uses in which such Results and Proceeds, the Film and/or my Name and Likeness may be utilized.

6. As used in this Release: (a) the term “Releasing Parties” means and refers to each of me, my heirs, next of kin, spouse, spousal equivalent, guardians, legal representatives, executors, administrators, successors and assigns; and (b) the term “Released Parties” means and refers to Filmmaker and MVR and each and all of their respective parents, subsidiaries, related and affiliated companies, licensees, sponsors, successors and assigns, and the directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing entities.

7. I knowingly and voluntarily assume any and all risks, known or unknown, associated with my participation in the Project and all actions and undertakings in connection with the Project and the Film, including, without limitation, the risk of physical or mental or emotional injury, minor or severe bodily harm, or illness, which may arise by any means, including, without limitation: acts, omissions, recommendations or advice given by Filmmaker and/or MVR or their agents, employees, or other persons or entities affiliated with the Project; participation in inherently dangerous activities, latent or apparent defects or conditions in any equipment used in the Project; weather or other natural conditions; human error; my physical and mental condition; my own acts or omissions; first-aid, emergency treatment or other services rendered to me or others. Notwithstanding the foregoing, I hereby agree to voluntarily accept and assume any and all such risks as well as any risks not mentioned herein that are in any way associated with my participation in the Film and Project and the subsequent or simultaneous exhibition or other exploitation of the Film, the Results and Proceeds and/or any portion thereof.

8. I and the other Releasing Parties hereby voluntarily and knowingly, release, discharge and relinquish any and all claims, cause of actions and lawsuits of any kind, including, without limitation, for wrongful death, negligence and/or other fault, either active or passive, personal injury, wrongful death, defamation, false light, violation of right of publicity, invasion of privacy, disclosure of embarrassing private facts, fraud, breach of contract, infringement of copyright, and negligent or intentional infliction of emotional distress, against the Released Parties related to or arising from my participation in the Film and Project, including, without limitation, travel to and from any location used in connection with the Project, the making, taping, production, use, editing, distribution, licensing, promotion, and/or Exhibition of the Film, the Results and Proceeds and/or any portion thereof.

9. I acknowledge that I may hereafter discover claims in addition to the ones released in this document, and I and the other Releasing Parties hereby release the Released Parties from any such unknown and/or unsuspected claims. I and the other Releasing Parties acknowledge and agree that this waiver is an essential and material term of this Release, and without such waiver neither Filmmaker nor MVR would have accepted my participation in the Project. I and the other Releasing Parties hereby represent that we have been advised by legal counsel or have been given ample opportunity to be so advised and understand and acknowledge the significance and

consequence of this Release and of this specific waiver.

10. The validity, interpretation and legal effect of this Release and any other agreements into which I may enter or documents I may execute in connection with the Project shall be governed by the laws of the state of California applicable to agreements executed and fully performed within the state of California, without regard to its conflicts of law provisions. Should any provision hereof be found invalid, in whole or in part, it shall not affect the validity or enforceability of any other provision hereof or of that provision insofar as it is not invalid or unenforceable. Any waiver of any term of this Release shall not be construed as a waiver of such term for the future.

11. This Release shall bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. I represent that I am at least 18 years of age, and that if I under 18 my parent or legal guardian has signed below. In the event that any dispute should arise with respect to this Agreement, the parties agree to submit such disputes to exclusive and binding arbitration, and each shall bear his/her own costs, including legal fees incurred in connection with any such arbitration.

12. I acknowledge that MVR and Filmmaker will rely on the waivers, releases and permissions granted herein at substantial cost to MVR and/or Filmmaker and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

Agreed and Accepted:

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_

If Signatory is under 18:

I represent and warrant that I am the parent or guardian of the minor whose name appears above, that I have read and approve of the foregoing Release, and consent to its execution by my child/ward. For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, I hereby release the Released Parties as set forth and in accordance with the foregoing Release from any claims and/or causes of action I may have against them of any nature whatsoever, and I hereby fully and unconditionally guarantee my child's/ward's releases, waivers and grant of rights as set forth above.

Name of Parent or Guardian: \_\_\_\_\_ Signature: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_