## KARE

## **Unpaid Appearance Release and Waiver**

For good and valuable consideration, receipt of which is hereby acknowledged, I authorize Multimedia Holdings Corporation, Licensee of KARE 11, its parents, affiliates, subsidiaries, licensees, successors, distributors and assigns (collectively, "KARE 11") to make use of my appearance for the #eyesUP High School PSA Challenge ("Program") and in connection with KARE 11 or otherwise.

I agree that the KARE 11 may tape and photograph me (and use prior tapes and photographs of me), and record my name, likeness, image, appearance and voice (and use prior recordings of the same), in connection with the Program and that KARE 11 shall be the exclusive owner of such Program and any and all proceeds and revenue generating therefrom, and shall have the right, throughout the world, in perpetuity for an unlimited number of times, to copyright, to use and to license others to use, in any and all media or manner now known or hereafter devised, all or any portion thereof or of a reproduction thereof in connection with the Program or otherwise and without any further payment of any kind.

I further represent that any statements made by me in the Program shall conform solely to materials provided by KARE 11.

I further hereby certify that I have received no compensation or consideration in any form, monetary, financial or otherwise, by any third party, including but not limited to the manufacturer, owner or distributor of any product that I may present or mention in the Program in exchange for my appearance on KARE 11's broadcast.

I hereby indemnify KARE 11 from and against any costs, claims, judgments, and other liabilities which may be incurred as a result of KARE 11's reliance upon this release. I voluntarily assume any and all risks, known or unknown, associated with my participation in the Program and actions and undertakings in connection with the Program and the Footage (collectively "my Participation").

I acknowledge that my Participation may present certain risks to me, and I hereby assume any and all risks associated therewith, including, without limitation, the risk of physical or mental or emotional injury, minor and/or severe bodily harm, and/or illness, which arise by any means, including, without limitation: acts, omissions, recommendations or advice given by KARE 11 or their agents, employees, or other persons or entities affiliated with the Program; participation in inherently dangerous activities, latent or apparent defects or conditions in any equipment used in the Program; 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 and the subsequent or simultaneous exhibition or other exploitation or dissemination of the Footage, the Results and Proceeds and/or any portion thereof in perpetuity throughout the universe in any and all media, whether now known of hereafter invented ("Exhibition").

I hereby waive any right of inspection or approval of my appearance or the uses to which such appearance may be put to use. I acknowledge that KARE 11 will rely on this permission potentially, at substantial cost to KARE 11 and I hereby agree not to assert or participate in any claim or lawsuit of any nature whatsoever against KARE 11, its successors, distributors, licensees, assigns, related parties or against anyone relating to the exercise of the permissions granted hereunder.

I hereby confirm our agreement and consent by signing below as indicated, and acknowledge that I have not been induced to execute this release based on any statements or promises not set forth herein.

I warrant that I have the full right to enter into this agreement and that no other party's consent to the use of the material is required. Notwithstanding anything to the contrary contained herein, KARE 11, its successors, distributors, licensees and assigns have no obligation to use the material or any part thereof.

## 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 herby acknowledged, I hereby release the Released Parties as set forth an din accordance with the foregoing Release from any claims and/or cause of action I may have against them of any nature whatsoever, and I hereby full and unconditionally guarantee my child's ware's releases, waivers and grant of rights as set forth above.

Name of Parent or Guardian:

Signature of Parent or Guardian: Date:

Address of Parent or Guardian: