

## Talent Release

Filmaka, INC

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

1. I hereby unconditionally and irrevocably grant and release to Filmaka, INC its successors, assigns and licensees ("you"), the following:
  - a. The perpetual right to photograph and record by any means or otherwise utilize my name, voice, likeness and/or activities in connection currently entitled  
"\_\_\_\_\_ " (the "Picture")
  - b. All rights of every nature whatsoever in and to all said photography, photographs, and recording on tape, film or otherwise and/or other materials produced hereunder in connection with the Picture (all of which are hereinafter referred to collectively herein as "Material" and shall be considered "works made for hire), including without limitations, all copyrights therein and renewals and extensions of such copyrights, and the exclusive right to reproduce, exhibit, distribute, advertise and/or otherwise exploit the Material, in whole or in part, in all media and by all means and methods now known or unknown, and in any and all languages, including without limitations, in and in connection with all or any part of the Picture throughout the universe, in perpetuity and the advertising, promotion, and/or other exploitation thereof, including but not limited to , all theatrical, television, home video, internet, IMAX, or other large format films, live web streaming, stage, and other productions, sequels, prequels, all remakes, and other versions, publication, merchandising, commercial tie-ins, CD-ROMs, video games, and soundtrack, throughout the universe, in perpetuity. I expressly acknowledge that you have no obligation to use the material in or in connection with the Picture or otherwise and further acknowledge that you may delete or edit or change or rearrange all or any of the Material.
  - c. In Addition to the use of my name in and as part of the Material, the right to use my name in connection with the exercise of any of the rights referred to above.
2. I unconditionally release you, your agents, successors, licensees and assigns, and the officers, directors, shareholders, employees and representatives of each of you and them (jointly and severally, the "Releasees"), from, and covenant not to sue the Releasees for, any claim or cause of action, whether not known or unknown, for libel, slander, invasion of the right of privacy, publicity, or personality, or any other claim or cause of action, based upon or relating to the exercise of any of the rights granted hereunder. To the fullest extent allowable under any applicable law, I expressly waive or assign to you any and all rights which I may have, either in law, in equity, or otherwise, or which I may claim to have as a result of any alleged infringement of the so-called "moral rights of authors" with respect to the use of the Material in and in connection with the Picture. I hereby specifically waive the provisions of California Civil Code Section 1542 which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I hereby agree to and do hereby indemnify and hold harmless you and each of the other releases from and against any claim, action, proceeding, and/or demand brought, maintained,

prosecuted, made, or authorized by or through me and from and against any and all loss, cost, liability, judgment, damage and/or expense incurred by you and any other Releasee(s) in connection therewith, including but now limited to, reasonable attorney's fees.

3. I acknowledge that I have been informed that the Picture is not subjected to agreements with any union labor organization involved in the performing arts including but not limited to AFTRA and SAG. I represent that I am at least twenty one (21) years of age, I agree to indemnify and hold harmless you and your successors, licensees, and/or assigns in connection with any representation or agreement made by me under this agreement.
4. This release and consent is irrevocable and applies usually to each use of the Material and is made not only for the benefit of you and of the other Releasees, but also for the benefit of any other person, firm or corporation to whom you or any other Releasee(s) may sell, assign, and/or License any or all of the rights, privileges, powers and/or immunities herein granted. I realize that in taking and/or utilizing photography, photographs, and/or recordings of me and in the preparation and production of the Picture, which is at substantial cost to you, you are relying upon the rights granted to you under this agreement.
5. Under no circumstances are you or your successors, licensees and/or assigns to be in a less favorable situation than you or they would have been had you not secured from me the rights, privileges, powers and/or immunities contained in this agreement.
6. You may assign or transfer this agreement and all or any part of your rights under this agreement to any person(s), firm(s) or corporation(s) without limitation. This letter agreement shall inure to the benefit of your successors and assigns forever and shall be binding upon my successors and assigns forever.
7. In no event shall I be entitled to terminate this agreement or any of the rights granted hereunder, or to interfere with, restrain, enjoin or otherwise impair the production, exhibition, distribution, other exploitation, or any other use of the Picture or any rights in connection therewith, or the use of any photography, photographs, recordings or other materials produced hereunder, and my sole remedy in any and all cases, including, without limitation, a breach of this agreement, shall be an action at law for damages, if any. This agreement shall be governed by and construed under the laws of California, and the parties hereby submit to the jurisdiction of the courts of said state.

Name : \_\_\_\_\_  
\_\_\_\_\_

Signature:

Character (Credited as): \_\_\_\_\_  
Guardian (If under 18 years of age)

Signature of Parent or

\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: