

APPEARANCE RELEASE FORM AND ARBITRATION PROVISION

1. I irrevocably grant to **DABU Productions Inc.** (“Company”) in this Appearance Release Form and Arbitration Provision (the “Release”) the right to use my recorded image, audio and photograph and to use my name, likeness, voice, performance, information about me, and any material that I contribute (collectively, the “Materials”) in connection with the development, production, distribution and/or exploitation of a commercial advertising, promotional and/or marketing campaign for the video project/program currently entitled Across the Universe (the “Campaign”) intended for initial exhibition on YouTube and Facebook but possibly a network or other broadcast platform.
2. I further grant to Company and its advertisers the right to use the Materials throughout the universe, in perpetuity, in any and all media now known and hereafter devised, in any manner including in online, social media, print and/or other campaigns, without any monetary compensation to me whatsoever. For the avoidance of doubt, I hereby consent to and hereby authorize the use of my name, likeness and voice for advertising, sponsorship and commercial purposes in connection with the exhibition of the Campaign. I acknowledge that the Campaign may be brought to you, sponsored, tagged or otherwise associated with Company’s advertisers and sponsors and feature the brands, products and/or services of those other companies.
3. I agree that Company shall own all of the rights to the Materials, and the Materials will be a “work made for hire” by me for Company. I assign and transfer any rights, including copyright, I may have in the Materials to Company. I waive any right to object to any use (including any editing/dubbing/fictionalization) of the Materials by Company or Network for any reason. I understand that my actions, the actions of others, and any information revealed about me may be private, sensitive, defamatory, disparaging, embarrassing or unfavorable. I agree that Company shall have the right to include any such information or material in the Campaign or otherwise in its sole discretion. I consent to, and assume all risks of, Company’s inclusion of any such information or material in the Campaign or otherwise in its sole discretion, even if such inclusion might otherwise constitute an actionable tort.
4. I agree that: (a) I am not an employee of Company and I am not entitled to any employment benefits; (b) my appearance in the Campaign and other use of the Materials is not subject to any union or guild collective bargaining agreement or any benefits of such agreement; (c) I will follow and obey all applicable local, city, state and federal laws; and (d) I am not currently, and during one (1) year from today do not intend to be, a candidate for any public office. Company has no obligation to me and is under no obligation to use the Materials. If I receive anything of value in connection with the Campaign, I shall be responsible for all taxes and other obligations that arise.
5. I acknowledge and agree that a significant element of the consideration I am receiving under this Release is the opportunity for publicity that I will receive if Company includes me in the Campaign. I have not given or agreed to give anything of value to anyone so I can be in the Campaign and understand it may be a federal offense not to tell Company prior to exhibition if I had. I will not mention or “plug” any commercial product or service in the Materials without Company’s prior permission. I will not make any commercial or other use of any Materials or the fact that I appeared in the Campaign. I will not discuss the Campaign (including anything that I learn while participating in the production of the Campaign) with any third party without the written permission of Company and Network.
6. **RELEASE, AGREEMENT NOT TO SUE & INDEMNITY.** To the maximum extent permitted by law, I (on behalf of myself and my heirs, executors, agents, successors or assigns) agree to release from liability, never sue, and bring no proceedings of any kind against Company, Network, and/or any of their parents, subsidiaries, assignees, licensees, affiliates or any other person or entity associated with the production, distribution or exhibition of the Materials and the Campaign (the “Released Parties”) for any claims, actions, damages, losses, costs, expenses or causes of action whatsoever that in any way relate to this Release, my participation in the production of the Campaign, or the creation, use, or exhibition of the Materials or the Campaign, on any legal theory (including, without limitation, failure to adequately compensate me, infliction of emotional distress, personal injury, rights of privacy and publicity, defamation, or false light), regardless of whether caused by the negligence or willful misconduct of the Released Parties (collectively, the “Released Claims”). I will defend and indemnify the Released Parties from any Released Claims and any breach or alleged breach by me relating to this Release. I shall be liable for any attorney fees and costs incurred by the Released Parties in connection with any claim or lawsuit I may bring in violation of this Release.
7. I acknowledge that there is a possibility that after the execution of this Release, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time of execution, and which if known by me at that time may have materially affected my decision to execute this Release. I agree that by reason of this Release, and the releases contained in the prior paragraphs, I am assuming any risk of such unknown or unsuspected facts and claims.
8. **MEDIATION & ARBITRATION.** WHERE ANY DISPUTE IN CONNECTION WITH THIS RELEASE ARISES, THE PARTIES AGREE TO FIRST TRY TO RESOLVE SUCH DISPUTE THROUGH CONFIDENTIAL MEDIATION. IF

MEDIATION IS UNSUCCESSFUL, THEN DISPUTES SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES (AVAILABLE AT WWW.JAMSADR.COM AND HARD COPIES PROVIDED UPON REQUEST). I AGREE THAT GIVEN THE UNIQUE NATURE OF THE ENTERTAINMENT INDUSTRY, AND THE IRREPARABLE DAMAGE TO COMPANY THAT WOULD RESULT FROM DELAYING OR PREVENTING THE EXHIBITION OF ANY CAMPAIGN PRODUCED HEREUNDER, I MAY NOT SEEK OR OBTAIN INJUNCTIVE RELIEF IN CONNECTION WITH THIS RELEASE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF NEW YORK.

9. Company may license, assign, and transfer any or all rights in this Release to any person or entity. This is the entire agreement between Company and me, and it supersedes all prior oral or written communications. I am not relying on any promise or statement, express or implied, that is not contained in this Release. The illegality, invalidity or unenforceability of any specific provision shall in no way affect the remainder of this Release. This Release cannot be terminated, rescinded or amended, except by a written agreement signed by both Company and me. It may be executed by original or electronic signature. Without regard to the conflicts of law provisions, New York law shall govern the entire relationship between the parties, including, but not limited to, any breach of contract, tort or other claims relating to the Release or my appearance in the Campaign. The parties submit to the in personam jurisdiction of the Supreme Court of the State of New York located in New York County and the United States District Court for the Southern District of New York, and waive any objections thereto.

I UNDERSTAND THAT I AM GIVING UP LEGAL RIGHTS IN THIS RELEASE, INCLUDING MY RIGHT TO FILE A LAWSUIT IN COURT FOR ANY CLAIM IN CONNECTION WITH THIS RELEASE.

If participant is under 18 years of age: The undersigned represents and warrants that they are the parent(s)/guardian(s) having sole and complete legal custody, care and control of the above-named minor and give permission for such minor to enter into this Release. I have read and fully understand this Release and expressly approve of, and consent and agree to the minor's execution of the Release and his/her undertakings and obligations in the Release and will not revoke consent during the minority of the minor. I affirm all representations and warranties made in this Release and guarantee the performance of this Release by the minor and represent and warrant that the minor will not disaffirm the Release at any time during or after minority. I release, discharge and indemnify the Released Parties from all liability, damages, and claims made by or on behalf of the minor arising out of or in connection with the minor's participation in the Campaign or relating to the subject matter of this Release and this parental consent (other than as may be expressly provided for in the Release), including but not limited to negligence and all other released claims identified in paragraph 5 of this Release.

Name of Parent or Guardian: _____ Date: _____ Email: _____