



## VIDEO APPEARANCE RELEASE

THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS AND RESPONSIBILITIES PLEASE READ IT CAREFULLY BEFORE SIGNING.

1. For good and valuable consideration (the sufficiency of which is hereby acknowledged and agreed), subject to the restrictions set forth herein, I, \_\_\_\_\_ [insert name], hereby grant to **Seven Four Entertainment, LLC d/b/a Loma Vista Recordings** and its successors, assigns and licensees (hereinafter, "LOMA VISTA" or "you"), the universal and perpetual right and license to make use of the still and motion pictures of me, sound recordings of my voice, and my actual likeness, photograph, voice, personal characteristics and other personal identification, artwork, and any other submission material provided by me (collectively the "Footage and Materials"), and to use the Footage and Materials in and in connection with LOMA VISTA's audio/visual work, the working title of which is "**The Lemon That Rolled Around The World**" (the "Video"), any derivation thereof, and any other audio/visual works, in all distribution, marketing, promotion and advertising thereof, and any and all ancillary rights associated therewith, in any and all other media of any nature whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity (the "Rights"). LOMA VISTA shall be the sole and exclusive owner of all rights (including, without limitation, copyrights) in and to the Footage and Materials. I acknowledge and agree that any or all of the Footage and Materials shall be deemed "works made for hire" specially ordered as part of an audio visual work, and I waive the exercise of any "moral rights, "droit moral," and any analogous rights which I have. To the extent I retain any interest in the Footage and Materials, I hereby grant and assign to LOMA VISTA all rights of any nature in and to all such Footage and Materials. The rights granted herein shall also include the right to edit, delete, dub and/or fictionalize the Footage and Materials and the Video as LOMA VISTA sees fit in LOMA VISTA's sole discretion. Without in any way limiting the foregoing, I acknowledge and agree that LOMA VISTA is under no obligation to use the Footage and Materials. I understand that you shall have no obligation to produce, distribute or otherwise exploit the Video, and that if used, my name and/or likeness may be (but need not be) recognizable. All creative decisions regarding the use of my name and likeness shall be at your sole discretion.

2. I understand that I will not be paid any compensation for granting LOMA VISTA the rights set forth in this Agreement, or for LOMA VISTA's exercise of any and all of the rights granted hereunder I acknowledge and agree that my appearance in the Video is not employment and is not subject to any union or guild collective bargaining agreement, and does not entitle me to wages, salary, unemployment or workers' compensation benefits, or other compensation under any such collective bargaining agreement.

3. As LOMA VISTA intends to act in reliance of this Release, I hereby irrevocably release you from all liability and obligations to me of any and all nature whatsoever arising out of or in connection with the exercise of the Rights granted above, including, without limitation, from any liability for libel, defamation, violation of my rights of privacy, publicity, infringement of copyright or any other right and expense respecting this Release and the Rights granted. I agree that I shall be entitled to no additional consideration as a result of the exercise of the Rights granted herein and that you may rely upon this Release in preparing and exploiting the Video.

4. **I warrant to you that I have the full, complete and unrestricted right and authority to enter in this Release and to grant the rights provided as to all persons and elements appearing in the Footage and Materials.** I further

warrant that I am an adult of legal majority age. I waive any equitable remedies that may be available to me for a breach of this Release by you and understand that my sole and exclusive remedy for a breach by you of this Release shall be an action to recover monetary damages, if any.

5. This agreement shall be construed in accordance with the laws of the State of California applicable to the agreements fully made and performed therein and any matter arising under this agreement shall be finally adjudged or determined in any state or federal courts located in Los Angeles, California. I hereby submit generally and unconditionally to the jurisdiction of such courts and in any of them in respect of such matter. The provisions of this agreement shall be binding on me and my heirs, executors and administrators. I have read and understand the above consent and release prior to its execution and have been informed that I have the right to consult with counsel, and I am fully familiar with the contents hereof.

**Agreed and Accepted:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**DATE OF BIRTH\*:** \_\_\_\_\_

\* For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.

**Telephone:** \_\_\_\_\_