

Program/Project Title: Guest/Participant Name: (choose one) Performance: <input type="checkbox"/> Interview: <input type="checkbox"/> MOS: <input type="checkbox"/> PRODUCER: DATE:

APPEARANCE RELEASE
(PLEASE READ BEFORE SIGNING)

This release ("Release") is made to allow publication tentatively entitled ("Company") to include me as a guest/participant in a production and/or ("the Programming"). I am giving this Release in consideration for Company allowing me to participate as a guest/participant in the Programming and I recognize that my signature on this Release is a condition of Company permitting me to be a guest/participant in the Programming. I agree that Company and its affiliates, successors, licensees, and assigns (including, without limitation, event and program sponsors, advertisers, and marketing partners) may tape and photograph me and record my voice, conversation, and any and all other activity and results thereof (including quotes, paraphrases, sounds, performance(s) of musical composition(s), and drawing(s), sketching(s), and/or similar work(s) (collectively, "Artwork") I create on-camera) for use in and in connection with the Programming and other sponsored or unsponsored programming (my "Participation"). I acknowledge that this Programming is a non-guild production and there will be no residual or any other type of payment due in connection with my Participation. I waive any right of inspection or approval of the proceeds of my Participation or the uses to which such proceeds may be put. I acknowledge and agree that the Programming may contain information, statements, or representations ("Information") relating to me of a personal, private, disparaging, embarrassing, and/or unfavorable nature, and that such Information may be summarized, edited, or modified in a manner that may be misleading or untrue. I further acknowledge that the Information may expose me, my family, and/or others to public ridicule or embarrassment. I voluntarily agree to participate in the Programming with full knowledge of the foregoing and freely and voluntarily assume all risk associated therewith. Notwithstanding anything to the contrary contained herein, if I am rendering any musical performances in connection with the Programming and I am currently a party to an exclusive recording agreement in effect with a record company with which Company (and/or any of its affiliates) has negotiated certain terms and conditions that are applicable to any such musical performances (a "Record Company"), this Release will be subject to such applicable terms and conditions, unless otherwise authorized by Record Company. In the event of a conflict between the terms of this Release and the terms of any agreement between Company (and/or any of its affiliates) and Record Company, the terms of such agreement will control.

I agree that Company will be the exclusive owner of all copyright and other rights in and to the Programming, my Participation, and any excerpts therefrom, and that Company will have the exclusive right to use, and license or otherwise authorize others to use, them in any manner Company wishes and in any and all media now known or hereafter devised, in perpetuity throughout the universe in all languages, without any obligation whatsoever (other than as described in this Release) to me (or to any person or entity claiming through or on my behalf). Notwithstanding the prior sentence, Company shall not commercially release any audio or audiovisual products intended for home consumer use that embody any performance of musical compositions in my Participation or any Artwork created in my Participation, without Company obtaining any necessary approvals that may be required by my record label, if applicable.

I further irrevocably grant to Company, in respect of my name, voice, actual or simulated likeness, and/or photography, recordings, and/or reproductions of any or all of the foregoing, and/or any or all biographical facts that may have been provided to Company, (a) the right to use, and to license or authorize others to use, the same, in all media now known or hereafter devised, in perpetuity throughout the universe, in connection with the Programming, any other works based upon the Programming, and/or any other use of the Programming, and/or for advertising, publicity, marketing, promotional, and/or commercial tie-in purposes in connection with any or all of the foregoing or otherwise (including in/on and/or in connection with promotional materials for the network on which the Programming is exhibited (the "Network"), the Network's programming services, affiliates, and/or sponsors, and/or other Network programs, and/or for the institutional purposes of the cable industry generally), and (b) all allied ancillary and subsidiary rights therein and thereto (including, without limitation, merchandising and commercial tie-in rights). I confirm that, to the best of my knowledge (in the exercise of reasonable prudence and due diligence), any statements made by me during my Participation will be true and will not violate or infringe upon any third party's rights.

I confirm that I have secured, or agree that I will secure (and/or will arrange with any respective publisher and/or third-party owner to secure), at no cost to Company, all rights (including, without limitation, synchronization rights) necessary for Company to use all musical composition(s) written, co-written, and/or performed by me that is/are contained within the Programming, and all rights in the Artwork (in each case, if any). I will not be entitled to any additional consideration as a result of the exercise of the rights granted herein. Notwithstanding the foregoing, nothing in this Release will affect my right, or the right of any authorized publisher or co-writer, to collect public performance royalties. I represent and warrant that any and all materials provided or performed by me in connection with the Programming (including, without limitation, any musical compositions) will not violate or infringe upon any third party's rights.

COMPLETE ONLY for hazardous activity: I am volunteering to engage in the following activity(ies) in connection with the Programming scheduled to take place on _____ at _____ (the "Event"): _____. I acknowledge and fully understand that the foregoing is/are hazardous activity(ies).

Except as Company may direct or approve in each instance, I will not myself, or authorize others to, (a) advertise, promote, and/or disclose my Participation, or (b) use or disclose any information about the Programming, and/or trade secrets and/or proprietary information of Company (or any of its affiliates), that I learn as a result of my Participation. I represent and warrant that all information I am providing to Company on this Release is valid, true, and accurate, and that I have (or will concurrently provide) to Company full and accurate information regarding my name (including prior names, aliases, and professional/stage names), address, and date of birth, for Company's recordkeeping purposes. I agree to comply with all instructions regarding safety in connection with the Programming, and understand that Company will proceed in reliance hereon. I agree not to sue and irrevocably and unconditionally release, waive, and forever discharge Company and its past, present, and future parents, subsidiaries (whether or not wholly-owned), affiliates, divisions, agents, representatives, employees, successors, and assignees/licensees/transferees, jointly and individually, and all entities and persons associated with the Programming (all of the foregoing, collectively, "Releasees"), from any and all manner of liabilities, claims, and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which I (or my assigns, agents, and/or representatives) ever had, now has, or in the future may have against the Releasees, including, without limitation, claims arising out of or related to the exercise of any of the rights granted to Company or the uses described herein, the Event (if any) and/or my decision to perform the Event (if any), the Programming, and/or my Participation. I agree that I will be liable for any attorneys' fees and costs incurred by Company and/or any of the Releasees in connection with any claim or lawsuit brought in violation of this Release. In no event shall I have the right to enjoin the development, production, distribution, or exploitation of the Programming. Company may assign, license, or otherwise transfer this Release or all or any of its rights or privileges hereunder to any entity or individual without restriction. I warrant that I have the full, complete, and unrestricted right and authority to enter into this Release. This Release shall be binding on all of my successors-in-interest and heirs. This Release sets forth the entire agreement between me and Company, superseding all prior understandings and communications,

with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties. This Release and all questions arising under this Release will be governed by and construed in accordance with the laws and decisions of the State of New York applicable to contracts entered into and fully to be performed therein, without giving effect to the principles thereof relating to conflicts of law; the parties irrevocably consent and agree to the exclusive jurisdiction and venue of the state and federal courts having jurisdiction over New York County, New York with respect to any action that any party desires to commence arising out of or in connection with this Release or any breach or alleged breach of any provision of this Release, irrevocably consent to personal jurisdiction by such courts, and irrevocably waive any objection as to improper venue or that any state or federal court of New York is an inconvenient forum. The parties hereby irrevocably waive, to the fullest extent permitted by law, all right to a trial by jury in connection with any dispute arising out of or relating to this Release.

If I am a United States resident, I will see the ViacomCBS U.S. Workplace Privacy Notice available at: <https://www.viacomcbs.com/viacomcbs-us-workplace-privacy-notice>.

x_____ Date: _____
PRINT NAME:
LIST ALL PRIOR NAMES, ALIASES, PROFESSIONAL/STAGE NAMES, ETC.:
ADDRESS:
DATE OF BIRTH:
TELEPHONE:
[THIS INFORMATION IS BEING OBTAINED AND WILL BE MAINTAINED SOLELY FOR LEGALLY-MANDATED RECORDKEEPING PURPOSES.]

TO BE SIGNED BY PARENT OR GUARDIAN OF GUEST UNDER 18 YEARS OF AGE: I represent and warrant that I am a parent or guardian of the minor named above and, approve and consent to this Release and waive all obligations and rights which I may have in connection therewith. The grant and release contained in this Release binds me and said minor to all of the terms and conditions in this Release. For good and valuable consideration, I will indemnify Company from any and all loss arising from or relating to any claims made by or on behalf of the minor relating to the subject matter of this Release.
x_____ Date: _____
PRINT NAME:

TO BE SIGNED BY THOSE AUTHORIZED BY POWER OF ATTORNEY: I represent and warrant that I have full right, power, and authority to execute this Release on behalf of Guest/Participant and, accordingly, that Guest/Participant is bound by all of the terms and conditions of this Release.
x_____ Date: _____
PRINT NAME: