

One Day On Earth, LLC APPEARANCE RELEASE

In consideration of your recording my appearance for possible inclusion in a film project or still photos related to the entertainment project "One Day On Earth" (the "Project") and for other good and valuable consideration (the receipt and sufficiency of which I hereby acknowledge), the undersigned, by and through my legal guardian, as appropriate, hereby absolutely and irrevocably grants to One Day On Earth, LLC, its parent, affiliated, and subsidiary companies, agents, successors, assignees, licensees and designees (collectively, "Producer"), the absolute, irrevocable, perpetual and unconditional right, but not the obligation, to use, as Producer may desire, all still, video, film and soundtrack recordings which Producer may make or receive of me, my voice and my likeness in connection with the exhibition (online, theatrically, on television, or otherwise in any media now known or hereafter devised) of the Project, including the right to use my name, voice, likeness and performance in the Project, and in connection with advertising, publicizing, exhibiting and exploiting the Project, in whole or in part, alone, synchronized or in combination with other audio or video programming, in any manner whatsoever and at any time, including but not limited to training, advertising, promotion, marketing and packaging, by any and all means, media, devices, processes and technology now known or hereafter devised, in perpetuity throughout the world. This grant includes without limitation the right to copy, edit, mix, synchronize or duplicate, and to use or re-use the Project, in whole or in part, alone or in combination with other footage, in any manner as Producer may elect.

I acknowledge and agree that Producer shall have complete ownership of all footage in which I appear, including copyright interests therein, notwithstanding any concepts of droit morale or the "moral rights of authors", and I further acknowledge and agree that Producer shall have no financial commitment or obligations to me as a result of this Release or the exercise of rights under this Release, and that the rights granted hereunder are not subject to the requirements of any collective bargaining agreement. I agree to execute such further documents and instruments as you may reasonably request in order to effectuate the terms and intentions of this Release.

I hereby release, indemnify and hold Producer harmless from any and all claims, demands, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or in connection with such use including, without limitation, any and all claims for invasion of privacy, infringement of my right of publicity, defamation (including libel and slander) and any other personal and/or property rights, and I agree that I shall not now or in the future assert or maintain any claim against Producer.

I agree that Producer may assign this Release and its rights hereunder to any third party. This Release shall be binding upon and inure to the benefit of Producer's legal representatives, successors, assigns, predecessors in interest and those acting under his direction. My sole and exclusive remedy for your breach of this Release shall be an action for damages and I irrevocably waive any right to equitable or injunctive relief.

This Release shall be construed in accordance with the laws of the United States, including those contained in Title 17 of the United States Code (the Copyright Act) and the State of California applicable to agreements which are fully signed and performed within the State of California. I agree to the exclusive jurisdiction of the federal and state courts located in California, notwithstanding any conflicts of laws principals or principals of international jurisdiction.

Agreed and accepted as of _____, (MM/DD/YYYY).

Please print the following (using guardian's information if minor):

Name: _____ EMAIL: _____

Address: _____

Phone: _____

SIGNATURE: _____

On behalf of _____, a minor (as applicable)

DESCRIPTION OF APPEARANCE/UNDERSIGNED FOR TRACKING PURPOSES:

