

**APPEARANCE/PERFORMANCE RELEASE**

This release is made to allow \_\_\_\_\_ ("you") to use and include my appearance and/or performance in a production and/or publication  
[Insert Name of Person Submitting Video]

defined herein as the "CMT's "Bob That Head" UGC Video Compilation to possibly be included as background video during Rascal Flatt's performance in the 2008 CMT Music Awards Show" Submission ("Submission"). I am giving this release in consideration for you allowing me to appear and/or perform in the Submission, and I recognize that my signature on this release is a condition of your permitting me to appear in and/or perform in the Submission or both. I agree that you may tape, film, photograph and otherwise record or capture my appearance, performance, name, physical likeness, interview, personality, personal characteristics, movements, voice, conversations and other personal identification, including, without limitation, quotes, paraphrases, sounds and any performance of musical composition(s) (collectively the "Performance") for use in and in connection with the Submission. I also understand and agree that this Submission is a non-guild production and there will be no residual or any other type of payment due in connection with my Performance.

I agree that you shall be the exclusive owner of all copyright and other rights in and to the Submission and Performance and will be able to use them forever and throughout the world, and to authorize others to use them, in any manner you wish and in any and all media now known or hereafter discovered or developed. Without limiting the generality of the foregoing, I acknowledge and agree that you shall have the right, throughout the universe in perpetuity, to copyright, use, edit, exhibit, distribute and otherwise exploit all or any portion of the Performance and Submission in any manner and in any languages, formats and media (including without limitation, the right to combine the Performance and/or the Submission with other materials, performances, scenes, action, narration or dialogue in your sole discretion) without restriction, limitation or condition and without any monetary or other compensation whatsoever. I expressly acknowledge that you shall be the sole author of the Submission, that I shall have no "moral rights" or approval rights in connection with the Performance or the Submission, and that, in the event of any contrary determination, I waive all such rights. The rights granted to you shall include, without limitation, the right to use, portray and/or depict the Performance and Submission, and any biographical material concerning me, in whole or in part, whether factually or fictionally, in any and all media (including, without limitation, the Internet), and in the promotion, advertising, sale, publicizing, distribution and exploitation of the Submission throughout the universe in any and all media, including the Internet, and in any related or derivative versions and/or uses of the Submission (including, without limitation, any serialization(s), translation(s) and/or adaptation(s) thereof), and in the advertising, marketing and promotion of the Submission in all mediums and/or media. I confirm that, to the best of my knowledge any statements made by me during the Performance will be true and will not violate or infringe upon any third party's rights. I acknowledge that you will rely on this permission (at substantial cost to you), and hereby agree not to assert any claim of any nature whatsoever against any person or entity relating to the exercise of the permissions granted hereunder.

I hereby agree not to sue and irrevocably and unconditionally remise, release, waive and forever discharge you, your licensees and assigns, and your respective parents and related companies, subsidiaries (whether or not wholly-owned), affiliates, divisions, and past, present and future officers, agents, representatives, employees, successors and assigns, jointly and individually (hereinafter collectively referred to as "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, but not limited to, claims arising out of or related to the matters described in this release agreement, the Performance, the Event, the Submission and/or my decision to perform the Event (if applicable). I further agree that in the event I bring a claim or lawsuit in violation of this agreement, I shall be liable for any attorneys' fees and costs incurred by you and your licensees and assigns in connection with such claim or lawsuit. In no event shall I have the right to enjoin the development, production, distribution or exploitation of the Submission or any advertising, promotion, publicity or merchandising thereof, whether or not any portion of the Performance are contained therein. You may transfer and assign this agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction. This release shall be binding on all of my successors-in-interest and heirs. This agreement sets forth the entire agreement with respect to the subject matter hereof and may not be altered or amended except in writing signed by all parties. This agreement, its validity, construction and effect shall be governed by the laws of the State of New York. The parties hereto agree to submit to jurisdiction in the State of New York.

SIGNATURE: \_\_\_\_\_

(PRINT) NAME: \_\_\_\_\_

LIST ALL PRIOR NAMES, ALIASES, PROFESSIONAL/STAGE NAMES, ETC.:

\_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

TYPE OF ID CHECKED: \_\_\_\_\_

[This information is being obtained and will be maintained solely for legally-mandated record-keeping purposes.]

**FOR USE BY PARENT OR GUARDIAN OF GUEST/PERFORMER UNDER 18 YEARS OF AGE (OR IS A MINOR IN HIS/HER STATE OF RESIDENCE):**

I represent that I am a parent/guardian of the minor named above and I agree that the grant and release contained therein binds us and said minor to all of the terms thereof.

Printed Name of Parent or Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_