

APPEARANCE RELEASE FORM
AND VOLUNTARY PARTICIPATION AGREEMENT

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

1. I understand that Prepare to Live, a federal 501(c)(3) non-profit organization (“Producer”) is producing a series of short films currently entitled “Prepare to Live” and that Producer would like for me to voluntarily participate in the production of one or more of the aforementioned short films by appearing in such short films (each, a “Short Film”). In connection with my participation in the Short Film, including, without limitation, any rehearsals, I hereby grant to Producer the right to take motion and still pictures of me and record my voice and any sounds made by me, and to obtain other information about me, including but not limited to my name, likeness, photograph, voice, dialogue, sounds, biographical information, personal characteristics and/or other personal identification (collectively, the “Footage and Materials”), and to use the Footage and Materials in and in connection with the development, production, world wide web broadcast, distribution and/or exploitation of the Short Film, and/or any other production, and in the advertisements and promotions for any such production, if any, (the “Advertisements”), throughout the universe at any time, in perpetuity, in any and all media, now known and hereafter devised, without any compensation to me whatsoever. The rights granted herein shall also include the right to edit, delete, and/or dub the Footage and Materials, the Short Film and the Advertisements as Producer sees fit in Producer’s sole discretion. The rights granted herein include the right to use the Short Film or excerpts or stills from the Short Film (including, but not limited to, excerpts or stills containing my likeness and/or voice) in any other Short Film, publication, motion picture, recording, or other medium.

2. Producer has no obligation to me whatsoever. Without in any way limiting the foregoing, I acknowledge and agree that Producer is under no obligation to select me to participate in the Short Film or to include the Footage and Materials in the Short Film.

3. I will follow all directions given by Producer in connection with the production of the Short Film.

4. I represent and warrant the following: (a) I will not consume any alcohol within twenty-four hours prior to engaging in the filming of the Short Film, and will not be under the influence of any medication or drugs that might impair my physical or mental ability to participate in the Short Film or that might impair my judgment while participating in the Short Film; (b) the use of my name, likeness and/or voice as described herein will violate the rights of any third parties and no consent of such third party is required for such use of my name, likeness and/or voice; and (c) I am not a professional actor and am not a member of SAG, AFTRA, AGVA, Equity or any other guild or union associated with the performing arts, unless listed here:

(List union membership; if none, please write “None”) _____.

5. I understand that I will not be paid for participating in the production of the Short Film, for appearing in the Short Film, in the Advertisements, and in the Footage and Materials, for giving Producer the rights listed in this Agreement, or for Producer’s exercise of any and all of the rights listed in this Agreement. I hereby waive any and all rights I may have to any compensation whatsoever. I acknowledge and agree that a significant element of the consideration I am receiving under this Agreement is the benefit of providing my appearance in connection with the Short Film, which is being produced in connection with Producer’s non-profit activities. All rights, title and interest in and to the results and proceeds, if any, from the services and performances rendered by me in connection with the production of the Picture or any portion thereof shall be, from inception, the sole property of Producer, free from any claim whatsoever by me or any other person. I know Producer will incur significant costs and expenses in reliance upon this Agreement, so I will not attempt to cancel it or to revoke any of the rights granted to Producer herein. I acknowledge that I am a volunteer and that I shall not be deemed to be an employee of Producer, nor shall I be entitled to the benefits provided by Producer to its employees.

6. I agree not to make any commercial or any other use of the fact that I appeared in the Short Film or that Producer used the Footage and Materials in the Short Film.

7. To the maximum extent permitted by law, I agree that I will never sue Producer or anyone because Producer did not take or use the Footage and Materials or because I do not like the manner in which Producer and/or its licensees or assignees took or used the Footage and Materials or used the Footage and Materials in the Short Film or in any other program. In addition, I understand that my participation in the Short Film, and any travel by me in connection with the Short Film, is at my own risk. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, EXECUTORS, AGENTS, SUCCESSORS OR ASSIGNS, HEREBY RELEASE, HOLD HARMLESS, PROMISE NOT TO SUE AND FOREVER DISCHARGE PRODUCER, ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AS WELL AS WORLD WIDE WEB PLATFORMS ON WHICH THE SHORT FILM IS BROADCAST OR OTHERWISE EXHIBITED OR DISTRIBUTED AND THE SPONSORS THEREOF, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES (THE "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS, EXPENSES, INJURIES OR CAUSES OF ACTION WHATSOEVER THAT IN ANY WAY ARE CAUSED BY, ARISE OUT OF OR RESULT FROM THIS AGREEMENT, MY APPEARANCE AND/OR PARTICIPATION IN THE SHORT FILM, THE FOOTAGE AND MATERIALS, THE SHORT FILM OR IN THE ADVERTISEMENTS, THE CREATION OF THE FOOTAGE AND MATERIALS, MY PRESENCE AT OR TRAVEL TO ANY LOCATION IN CONNECTION WITH MY PARTICIPATION IN THE SHORT FILM, OR THE BROADCAST OR OTHER EXHIBITION OF THE SHORT FILM, THE FOOTAGE AND MATERIALS, OR THE ADVERTISEMENTS, ON ANY LEGAL THEORY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, 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 OR ANYONE ELSE CONNECTED WITH THE SHORT FILM OR THE FOOTAGE AND MATERIALS. I WILL DEFEND, INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL SUCH CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS, EXPENSES, INJURIES OR CAUSES OF ACTION, AS WELL AS ALL CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS, EXPENSES, INJURIES OR CAUSES OF ACTION THAT IN ANY WAY ARE CAUSED BY, ARISE OUT OF OR RESULT FROM ANY BREACH OR ALLEGED BREACH BY ME OF ANY OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS MADE BY ME IN THIS AGREEMENT.

7. TO THE MAXIMUM EXTENT PERMITTED BY LAW, I WAIVE ANY AND ALL RIGHTS I MAY HAVE UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND EVERY LIKE PROVISION IN ANY FOREIGN JURISDICTION. SECTION 1542 PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

8. If any controversy or claim arising out of or relating to this Agreement, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor first to settle the controversy or claim by mediation administered by JAMS. If a controversy or claim is not otherwise resolved through direct discussions or mediation, it shall be resolved by arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Rules and Procedures or subsequent versions thereof (the "JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed. Without in any way limiting the foregoing, in no event shall I have any right to seek injunctive or other equitable relief against Producer, its parent, subsidiary or affiliated companies, its licensees, successor or assigns, or any other party arising out of any use or non-use of the Footage and Materials.

9. As used herein, "Producer" shall include Producer, its licensees, successors and assigns, and each of their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, licensees and assigns. I agree that Producer may license, assign, and otherwise transfer this Agreement and all rights granted by me under this Agreement to any person or entity.

10. This is the complete and binding agreement between Producer and me, and it supercedes all prior understandings and/or communications, both oral and written, with respect to its subject matter. The illegality, invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any

of the remainder of this Agreement, which shall be enforced to the maximum extent permitted by law. This Agreement cannot be terminated, rescinded or amended, except by a written agreement signed by both Producer and me.

Signature: _____ Date: _____

Print Name: _____ Phone : _____

Address: _____

If participant is under eighteen years of age: I represent and warrant that I am the parent or guardian of the minor whose name appears above, I acknowledge that I have read the foregoing Agreement and am familiar with each and all of the terms contained therein, I am satisfied that the Agreement is fair and equitable, and I hereby give my express consent to its execution by my child/ward and will not revoke my consent at any time. I hereby release the Released Parties as defined in Paragraph 6 above from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee the performance of my child's/ward's obligations and the grant of rights in and to the results and proceeds of my child's/ward's activities as set forth above.

Signature of Parent or Guardian: _____ Date: _____

Print Name: _____ Phone: _____