



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

1. I hereby grant to BEAST ANALYTICS, INC., a Virginia corporation, and its shareholders, members, directors/officers, subsidiaries, affiliates, successors, licensees, assigns, sponsors and partners (“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, distribution and/or exploitation of the video presentation currently entitled “**BEAST Testing**” (the “Program”) and in the advertisements and promotion thereof (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, dub and/or fictionalize the Footage and Materials, the Program, and the Advertisements as Producer sees fit in Producer’s sole discretion. I acknowledge that 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 use the Footage and Materials.

2. I represent and warrant that any and all material furnished by me in connection with the Program shall be wholly original with me and shall not be copied in whole or in part from any other work (other than material in the public domain) and shall not infringe upon any copyright or violate any right of privacy or constitute a libel or slander or otherwise violate any common law rights, rights of publicity or any other rights of any person, firm or corporation.

3. I understand I will not be paid any compensation 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 such compensation. I acknowledge and agree that a significant element of the consideration I am receiving under this Agreement is the publicity I will receive if Producer includes me or the Footage and Materials, in the Program and/or in the Advertisements. I understand that in the course of making the Program, personal or private information about me, which I may find embarrassing, may be revealed. I understand that such information may be private or personal and may distressing to me if and when revealed. 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.

4. I understand that it is a criminal offense under Section 507 of the Federal Communications Act for any person, in connection with the production or preparation of any program to accept or pay any money, service or other valuable consideration for the inclusion of any matter as a part of any plug, reference, product identification or other matter as a part of such program unless such acceptance or payment is disclosed in the legally required manner. I understand that it is Producer’s policy not to permit the acceptance or payment of any such consideration and that any such acceptance or payment would be a breach of this agreement. I hereby expressly represent that I have not and will not accept, pay or agree to pay any such consideration. I will notify Producer immediately if any person attempts induce me to do anything in violation of the foregoing.

5. 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 took or used the Footage and Materials. 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 AS WELL AS ANY NETWORKS, STATIONS OR OTHER PLATFORMS ON WHICH THE PROGRAM IS BROADCAST OR OTHERWISE EXHIBITED OR DISTRIBUTED AND THE SPONSORS THEREOF, AND EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, 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 IN THE FOOTAGE AND MATERIALS, THE PROGRAM, 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 PROGRAM, OR THE BROADCAST OR OTHER EXHIBITION OF

THE PROGRAM, 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 PROGRAM 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 THOSE 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.

6. I acknowledge that there is a possibility that subsequent to the execution of this release, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time this release was executed, and which if known by them at that time may have materially affected their decision to execute this release. I acknowledge and agree that by reason of this release, I am assuming any risk of such unknown facts and such unknown and unsuspected claims.

7. The parties agree that if any controversy or claim arising out of or relating to this Agreement cannot be settled through direct discussions, they shall, prior to filing legal action in a court of law, endeavor first to settle the controversy or claim by a mediation administered under the rules of the American Arbitration Association. The parties agree that the remedy for any claim brought pursuant to this Agreement shall be limited to actual damages, and in no event shall any party be entitled to recover punitive or exemplary damages, or to rescind this Agreement or seek injunctive relief or any other equitable relief.

8. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to conflict of law principles. To the extent that the mediation provisions of this Agreement are not enforced or court proceedings are otherwise required, commenced or maintained, the parties submit to the *in personam* jurisdiction of the courts of the Commonwealth of Virginia located in the City of Virginia Beach, and waive any objections that they may have as to jurisdiction or venue in any such courts. I agree that Producer may license, assign, and otherwise transfer this Agreement and all rights granted by me to Producer under this Agreement to any person or entity. This is the complete and binding agreement between Producer and me, and it supersedes 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: \_\_\_\_\_ D.O.B. \_\_\_/\_\_\_/\_\_\_\* Phone : \_\_\_\_\_  
(month/day/year)

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

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

