

COMPREHENSIVE NON-DISCLOSURE, MEDIA, PHOTOGRAPHY, PARTICIPANT & DIRECTOR RELEASE AGREEMENT

This **Comprehensive Non-Disclosure, Media, Photography, Participant & Director Release Agreement** ("Agreement") is entered into by and between:

Productions:

Las Vegas Swim Week and Keed and Co. and Bellarati and Co., including without limitation their parent companies, subsidiaries, affiliates, owners, officers, directors, employees, agents, contractors, sponsors, distributors, broadcasters, licensees, successors, assigns, and all production partners, show productions partners, Film projects and film directors (collectively, the "Producers"),

and Participant:

Any individual who **appears, participates, performs, interacts, communicates, is recorded, is incidentally captured, or is present** in any filming location, production area, adjacent space, shared facility, or event where recording occurs (the "Participant").

1. PURPOSE & SCOPE OF PRODUCTION

Participant acknowledges that Producers are creating, developing, producing, securing, distributing, and exploiting a **reality television series and related documentary, promotional, editorial, commercial, and derivative media content** (collectively, the "Production").

This Agreement applies to **all filming activities**, including but not limited to:

- Principal photography
- Behind-the-scenes footage
- Rehearsals, casting, fittings, interviews
- Live events, runways, backstage, and public spaces
- Promotional, marketing, and archival recordings
- Any reshoots, pickups, or future related productions

2. VOLUNTARY PARTICIPATION & COMPENSATION DISCLOSURE

Participant expressly acknowledges and agrees that:

Participation is **entirely voluntary**;

- **No compensation, wages, royalties, residuals, profit participation, or other remuneration** is promised or owed;
- **Any compensation, if applicable, must be expressly stated in a separate written agreement executed by all parties**;
- Absent such separate agreement, Participant waives any present or future claim to compensation of any kind.

3. IMPLIED CONSENT BY PRESENCE

Participant understands and agrees that:

Entry into, presence in, or remaining within any filming area constitutes full acceptance of this Agreement;

- Consent applies whether Participant is:
 - Actively participating
 - Incidentally captured
 - Speaking, interacting, observing, or passing through

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- No verbal or written objection shall negate consent once presence occurs.

4. GRANT OF RIGHTS – IRREVOCABLE, ROYALTY-FREE

Participant irrevocably grants Producers the **unrestricted, perpetual, worldwide, royalty-free, fully paid, sublicensable, transferable right** to:

- Record, photograph, film, livestream, capture, and reproduce Participant's:
 - Name, image, likeness, voice, persona, appearance, actions, statements, performance, biographical material
- Edit, alter, adapt, dub, subtitle, translate, distort, fictionalize, or combine such materials;
- Use such materials **in any media now known or later developed**, including but not limited to:
 - Television, streaming platforms, film, digital media, social media, advertising, sponsorships, press, publicity, editorial, merchandising, archival use, NFTs, and future technologies.

No further consent, notice, approval, or compensation is required.

5. COPYRIGHT, OWNERSHIP & INTELLECTUAL PROPERTY

All recordings and materials are deemed **“works made for hire”** for Producers.

- To the extent not legally considered works made for hire, Participant **irrevocably assigns all right, title, and interest** to Producers.
- Participant waives all **moral rights, droit moral, neighboring rights**, and similar claims worldwide.

6. NO APPROVAL OR CONTROL

Participant acknowledges:

- Producers have **sole editorial discretion**;
- Participant has **no right to review, approve, or control** the content, context, editing, or use;
- Portrayal may be factual, fictionalized, edited, or dramatized.

7. NON-DISCLOSURE & CONFIDENTIALITY (NDA)

Participant agrees to keep strictly confidential, during and after production, all non-public information including but not limited to:

- Storylines, narratives, casting decisions
- Production methods, schedules, locations
- Conversations with Producers, crew, talent
- Unreleased footage, materials, or concepts

Participant shall not record, post, livestream, distribute, or disclose any such information without written authorization. This obligation survives **in perpetuity**.

8. WAIVER & RELEASE OF CLAIMS

Participant fully waives and releases Producers from any and all claims, known or unknown, including but not limited to:

- Defamation, false light, misrepresentation
- Invasion of privacy or publicity

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- Emotional distress or reputational harm
- Editing, portrayal, or omission
- Accidental or incidental capture

9. INDEMNIFICATION

Participant agrees to **defend, indemnify, and hold harmless** Producers from any claims, liabilities, damages, losses, or expenses (including attorneys' fees) arising from:

- Participant's actions, statements, or conduct;
- Breach of this Agreement;
- Claims by third parties related to Participant's appearance or behavior.

10. ASSUMPTION OF RISK

Participant knowingly assumes all risks associated with participation or presence, including physical, emotional, reputational, or economic risks, whether foreseen or unforeseen.

11. NO OBLIGATION TO USE FOOTAGE

Producers have **no obligation** to use Participant's footage and may remove or exclude it at their sole discretion.

12. TERM & SURVIVAL

This Agreement is **perpetual** and survives indefinitely, including after filming concludes.

13. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the **State of Nevada**, with exclusive jurisdiction and venue therein.

14. SEVERABILITY

If any provision is deemed invalid or unenforceable, the remainder shall remain in full force and effect.

15. ENTIRE AGREEMENT

This Agreement constitutes the **entire understanding** between the parties and supersedes all prior oral or written communications.

NOTICE OF FILMING

By entering any production area, you acknowledge that recording is in progress and that you irrevocably agree to all terms herein.

Name (Print): _____ **Signature:** _____ **Date:** _____

By signing and/or by my presence, participation, interaction, or entry into any filming area, I voluntarily and irrevocably agree to all terms of the Comprehensive Non-Disclosure, Media, Photography, Participant & Director Release Agreement, including full confidentiality and non-disclosure, voluntary participation with no compensation unless expressly stated in a separate written agreement, perpetual worldwide royalty-free grant of rights, work-for-hire and IP ownership, waiver and release of all claims, assumption of risk, and indemnification of the Producers.

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(REQUIRED FOR ANY PARTICIPANT UNDER 18)

ADDENDUM: MINOR PARTICIPATION & PARENT/GUARDIAN RELEASE

This Addendum supplements the Comprehensive Non-Disclosure, Media, Photography, Participant & Director Release Agreement.

I, the undersigned parent or legal guardian ("Guardian"), certify that:

1. I am the legal parent or guardian of the minor named below ("Minor");
2. I grant Producers full permission for Minor to appear, be filmed, recorded, photographed, and/or incidentally captured;
3. I consent to the irrevocable, perpetual, worldwide, royalty-free use of the Minor's name, image, likeness, voice, and performance in all media;
4. I acknowledge that participation is voluntary and that no compensation is owed unless stated in a separate written agreement;
5. I waive and release all claims on behalf of the Minor;
6. I agree to defend, indemnify, and hold harmless the Producers from any claims arising from Minor's participation;
7. I agree to all confidentiality and non-disclosure obligations on behalf of the Minor.

Minor Information

- Minor Name: _____
- Date of Birth: _____

Guardian Information

- Guardian Name: _____
- Signature: _____
- Date: _____