

Consent and Release

This Consent and Release (this "**Release**") is made by the individual named in the below signature field ("**me**" or "**I**") in favor of the Company (as defined below) as of the date set forth below (the "**Effective Date**").¹

1. For good and valuable consideration (including the potential exposure afforded to me from this opportunity), the receipt and sufficiency of which I acknowledge, I irrevocably grant to Lindsay Morgan Snyder d/b/a Lindsay Morgan & Co., and its employees, agents, representatives, affiliates, subsidiaries, parent, distributors, designees, assigns, licensees, sublicensees and successors (collectively, "**Company**") the right and permission to, photograph and record (in audio, visual and audiovisual formats), use and exploit (and to authorize others to use and exploit) my image, voice, name, likeness, conversations, statements, anecdotes, opinions, performance, personal experiences and persona (collectively the "**Materials**") included in (i) any video or audiovisual content, footage, photographs, recorded or photographed by the Company or (ii) any other content submitted by me to the Company (the "**Content**"), in whole or in part, and including composite or modified representations, as altered or edited as Company may see fit, for any and all purposes, including without limitation advertising, trade and any commercial purposes, via any and all means, including without limitation, reproduction, display, distribution, performance, exhibition or other means of exploitation, in any media, throughout the world in perpetuity, as many times as Company may choose without any further obligation whatsoever. I hereby acknowledge and agree that the aforementioned uses of the Materials may be made in any and all languages and in any and all media and through and by any and all methods, means and processes now known or hereafter devised throughout the universe in perpetuity.
2. I understand that Company is under no obligation to use the Materials. I waive any right I may have to inspect or approve versions of the Materials used as contemplated herein. I agree that no payments, residuals, reuse fees or other compensation shall be due or payable to me or any third party in connection with any use of the Materials as part of this Release, nor shall I be entitled to any credit or other attribution in connection with the Content. I hereby expressly and irrevocably waives any and all rights of droit moral related in any way to the Material or any use of the Material that may be afforded to me under the laws of any country. I hereby acknowledge that, as between Company and me, Company is the owner of the Content and all rights therein.
3. I IRREVOCABLY, UNCONDITIONALLY AND ENTIRELY RELEASE AND HOLD COMPANY HARMLESS 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 EVER HAD, NOW HAVE, OR IN THE FUTURE MAY HAVE AGAINST COMPANY RELATING IN ANY WAY TO THIS RELEASE OR THE MATERIALS OR THE CONTENT, INCLUDING CLAIMS FOR INVASION OF RIGHT OF PRIVACY, RIGHT OF PUBLICITY, DEFAMATION OR COPYRIGHT INFRINGEMENT, AND AGREE NOT TO ASSERT OR MAINTAIN AGAINST COMPANY ANY CLAIMS RELATING IN ANY WAY TO THIS RELEASE OR THE MATERIALS OR THE CONTENT. This Release, including the release contained in this Section 3, will be binding upon me and my heirs, legal representatives, and assigns. I understand that I may not seek any injunctive or equitable relief from Company (such as the termination of this Release or stopping the development, production, usage, distribution or any other exploitation of the Materials or the Content). I am familiar with, and hereby waive, the provisions of Section 1542 of the California Civil Code (and similar provisions of other jurisdictions), which provides, generally: "A general release does not extend to claims which [I, as releaser, do] not know or expect to exist in [my] favor at the time of executing [this Release], which if known by [me] must have materially affected [my entering into this Release]." I further agree that I shall be liable for any attorneys' fees and costs incurred by Company in connection with any claim or lawsuit brought in violation of this Release.
4. I represent and warrant that I have the full right to enter into this Release and that I am authorized to grant all rights set forth herein. I agree that Company may license, assign, or otherwise transfer the rights and permissions granted to it under this Release to any entity or persons including, without limitation, in the event of a merger, corporate reorganization, or the sale or transfer of all or a substantial portion of its assets. This is the complete and binding agreement between Company and me and supersedes any other discussions or understandings I may have had with Company about the subject matter contained herein. If any provision of this Release is invalid, the other provisions will remain in effect to the maximum extent permitted by law. This Release is governed by the laws of the State of California without regard to the conflict of laws provision. Any legal action or proceeding arising under this Release will be brought exclusively in the state courts located within the State of California for the City and County of Los Angeles or the United States District Court for the Central District of California and I irrevocably consent to the personal jurisdiction and venue therein. This Release cannot be modified except by a written agreement signed by both Company and me.

I, THE UNDERSIGNED, REPRESENT AND AGREE THAT: (1) I AM FULLY AUTHORIZED TO SIGN THIS RELEASE, (2) I HAVE READ AND UNDERSTAND, AND AGREE TO BE BOUND BY THIS RELEASE, AND (3) I HAVE NOT RELIED UPON ANY REPRESENTATIONS MADE BY COMPANY OR ITS REPRESENTATIVES AND I HAVE RELIED SOLELY UPON MY OWN JUDGMENT OR THE ADVICE OF MY OWN ADVISORS.