# APPEARANCE RELEASE ("Release")

"Program": the audiovisual project currently entitled: THE PROOF IS OUT THERE (W.T.)

For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), I irrevocably grant to Six West Originals Thirty Four, LLC, its parents, affiliates, subsidiaries, agents, licensees, successors and/or assigns (collectively, the "**Producer**") the right to record me, my property and possessions, my name, image, likeness, voice, interview, performance, biographical material, and any other materials or elements furnished by me or used by me (together, "**Recordings**"), <u>and</u> the right to use, and authorize others to use all, part, or none of the Recordings in any manner, including but not limited to in connection with the production, licensing, advertising, publicity, promotion, exhibition, distribution, sale or other use of the Program or other Producer projects, and/or in connection with advertising and promoting of Producer and/or its distributors throughout the universe in perpetuity, in any and all manner and media now known or hereafter devised, without further consideration. I understand and agree that the Recordings shall be considered "works-made-for-hire" for Producer, and Producer is the sole and exclusive owner of the Program, the Recordings, and all rights (e.g., copyright) of any kind in the Program and the Recordings. To the extent I have any rights in the Recordings, I hereby waive and assign all right (including any "moral rights" and "droit moral"), title, and interest therein to Producer.

I understand and agree that all publicity in connection with the Program is under the sole control of Producer and I shall not, directly or indirectly (including on the internet, social media or any other electronic or digital platform), use or disclose to any person or entity at any time, and shall keep in the strictest confidence, any information that I may read, hear or otherwise acquire or learn in connection with or as a result of my participation in or in connection with the Program including, without limitation, the fact and substance of my involvement and participation in the Program, any information concerning the Program, including, without limitation, information relating to the Producer, other participants in the Program, and its events, outcomes or locations (collectively, the "Confidential Information"), unless and until such Confidential Information is specifically disclosed in the telecast or other exhibition of the Program. Except as otherwise required or permitted by Producer. I shall not advertise or promote my participation in the Program or receive or generate any monetary advantage from my participation in the Program, nor shall I authorize, directly or indirectly, any others to do so.

I understand, confirm and agree that (i) this Release contains the full understanding between Producer and me, (ii) in signing below, I am not relying on anything that is not included in this Release, (iii) I have no right to review and/or approve the Program and/or any use of the Recordings, (iv) this Release may only be amended in a writing signed by an Producer officer, (v) I may not prevent, enjoin, or restrain the production, distribution, exhibition, advertising or any other use of the Program, Recordings, or any ancillary rights granted herein, and (vi) this Release is binding upon me and my heirs.

I and my representatives, heirs, successors and assigns hereby release, waive, hold harmless and discharge Producer and each of its/their respective parents, subsidiary entities, related entities, affiliates, successors and assigns, and their respective directors, officers, employees, agents and assigns of each of the foregoing (collectively, "Releasees") from any and all claims, demands, controversies, causes of action, damages, rights, liabilities and obligations whatsoever (including, without limitation, any defamation claim, claim of invasion of any right of privacy, publicity, or physical injury claim), arising directly or indirectly out of or in connection with my participation or appearance in the Recordings or Program and the Releasee's use of the Recordings and any rights granted by me herein. I hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the rights granted hereunder and that my rights and remedies in the event of any breach by Producer will be limited to the right, if any, to recover money damages. In no event will I be entitled to seek injunctive or other equitable relief or to terminate this agreement.

I represent and warrant that (i) I have the full right and capacity to enter into this Release and to grant all rights granted herein, (ii) I am at least 18 years of age as of the date below UNLESS this Release is accompanied by an attached consent signed by my parent/guardian, (iii) I have read and understand all of this Release, (iv) I shall not disclose the terms of this Release, or any information or materials received or captured in connection with the Program, to any third party by any means, including via text, photo, or video, unless approved by Producer in writing, (v) I shall not make any derogatory or negative comments about Producer, the Program, and/or related personnel, and (vi) the Recordings and the content of my contribution shall be true to the best of my knowledge and belief, and shall not contain anything that may violate the rights of any party.

I understand, represent and agree that my participation in the Recordings and/or the Program is not subject to any union, guild or collective bargaining agreement, and I shall not receive any residual or other compensation from Producer or any party in connection with any use of the Recordings. This Release is made under and shall be construed according to the laws of the State of New York, without regard to conflict of law principles. Copies of this signed Release will be considered originals.

## ACCEPTED AND AGREED:

Signature: Chase Floyd	Date:
Signature:Chase_Floyd Print Name:	
Full Address:	
Phone Number:	Email: cfloyd493@gmail.com

# CONSENT OF PARENT/ LEGAL GUARDIAN FOR SIGNER OF ATTACHED APPEARANCE RELEASE

The individual is under 18 years of age and/or is unable to grant consent.	(print name legibly) who signed the attached Release (the "Signer")
By signing below, I represent and warrant that (1) I am the Signer's pare Consent, (2) I have read and understand the Release, and I agree to, and act fulfilling all Release obligations, and (4) I agree that I too shall be bound Release than the Signer.	cept, all of its terms and conditions, (3) I am responsible for the Signer
This Consent is fully binding when I manually/physically sign below (i. considered originals.	e., no digital or e-signatures). Copies of this Consent I sign will be
ACCEPTED AND AGREED:	
Signature:	Date:
Print Name:	
Full Address:	
Phone Number: Email:	

My Relationship to the Signer (i.e., person named in attached Release):

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#### MATERIALS RELEASE

<b>Program:</b> the audiovisual project ("Project") with the working title: The intended for initial exhibition by A+E Networks ("Network")	<u>e Proof is Out There (W.T.)</u> , currently	
Chase Floyd  Licensor: the owner of the below-described material(s) ("Licensor") is		
Licensed Materials: the material(s) described as follows ("Licensed N	Materials"):	
Recordings related to video "2021 SASQUATCH CAUGHT ON TRAILCAM + BIGFOOT NOISES!		
NAME THAT SPECIES-#15~THE FLOYD-SQUATCH IS REAL!"		

This materials release ("<u>Release</u>") confirms that as of the below date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor hereby irrevocably grants to Six West Originals Thirty Four LLC and its parents, affiliates, subsidiaries, distributors, licensees, successors, and assigns (collectively, the "<u>Producer</u>") the non-exclusive right, but not the obligation, to use the Licensed Materials as set forth in this Release.

Licensor hereby irrevocably agrees that Producer shall have (i) the right to photograph, record, film, videotape, copy, and make still and motion pictures and sound recordings of the Licensed Materials (such photographs, copies, pictures, and recordings, collectively, the "Footage") and (ii) the right to use all or part of Licensed Materials and Footage (as Producer may elect) in and in connection with the Project, other audiovisual productions, and/or any exhibition of the Project or such productions, including, without limitation, in the distribution, licensing, marketing, advertising, promotion, exhibition and other use of the Project and/or other production(s), in all markets and media (now known or hereafter devised), throughout the universe, in perpetuity. Licensor agrees that the Licensed Materials and the Footage may be used by Producer, and others authorized by Producer, with or without other materials (e.g., narration and other photographs, film, videotape and/or sound recordings) and may be otherwise edited by Producer, in Producer's sole discretion. Licensor shall not have any right of inspection or approval of the Licensed Materials, Footage, and/or any use thereof. Licensor expressly waives any and all so-called "moral rights" in the Licensed Materials as used in connection with the Project that may now be or may in the future come into existence. Producer shall own exclusively, irrevocably, and perpetually all right, title and interest (e.g., the copyright) to and in the Footage, the Project, and other projects by Producer using the Footage. Licensor acknowledges and agrees that Licensor shall not be paid any additional compensation for any use of the Licensed Materials and/or the Footage. Licensor acknowledges that Producer is under no obligation to use the Footage or Licensed Materials or to produce or exhibit the Project.

Licensor understands that the Licensed Materials and Footage may reveal or relate information about him or her of a personal, distressing, private, and/or unfavorable nature and nonetheless authorizes their use in the Project. The purported termination of this Release, for any reason, shall not affect Producer's rights to use the Licensed Materials or Footage in or in connection with the Project. In entering into this Release, Licensor is not relying on any promises or statements made that are not included in this Release., including about the nature or content of the Project, the identity of any other persons involved in the Project, the nature of the investigation to be carried out in the Project or the Project's theories, findings, and/or conclusions. Licensor understands that the content, tone, information, findings, or conclusions contained in the Project may be different than expected. Licensor voluntarily assumes the risk of any damage injury or harm to him

#### MATERIALS RELEASE

or herself or his or her property that may occur as a result of the rights granted herein, including without limitation the use of the Licensed Materials or Footage in the Project.

Licensor and its representatives, heirs, successors and assigns hereby release, waive, hold harmless and discharge Producer and Network and each of its/their respective parents, subsidiary entities, related entities, affiliates, licensees, successors and assigns, and their respective directors, officers, employees, agents and assigns of each of the foregoing (collectively, "Releases") from any and all claims, demands, controversies, causes of action, damages, rights, liabilities and obligations whatsoever (including, without limitation, any claim of defamation, invasion of any right of privacy, publicity, intrusion, infliction of emotional distress, fraud(such as any alleged deception or surprise about the Program or this Release), infringement of any other proprietary and/or personal rights or physical injury claim), arising directly or indirectly out of or in connection with the Licensed Materials or Footage. These include without limitation claims because (i) Licensor does not like the manner in which Producer used the Licensed Materials or Footage and/or does not feel that he or she was fairly portrayed in the Project; (iii) Licensor did not fully understand the scope or nature of the Project, and/or (iii) this Release is allegedly void as a matter of public policy.

Licensor waives any right of equitable relief with respect to use of the Licensed Materials or the Footage (e.g., in and in connection with the Project and other audiovisual productions). In no event shall Licensor have the right to enjoin the production, distribution, exhibition and/or use of the Project, Licensed Materials and/or Footage, all rights to which Licensor hereby waives.

Licensor understands that Producer is relying on this Release in using the Licensed Materials and the Footage, and Licensor agrees and acknowledges that this reliance is good and sufficient consideration for this Release, which shall be irrevocable. Licensor represents and warrants that (i) Licensor has the full right and authority to enter into this Release and to grant all rights granted herein, (ii) the consent of no other person or entity is required for use of the Licensed Materials as contemplated herein, (iii) Licensor owns or controls all rights in and to the Licensed Materials, (iv) the Licensed Materials and the permitted use hereunder will in no way infringe or violate any right whatsoever of any third party.

Licensor agrees not to disclose to any party any information obtained or learned in connection with, or as a result of, Producer's use of the Licensed Materials hereunder (e.g., information related to the Project, Producer's production activities) and shall advise its employees, contractors, and other personnel of the same.

Licensor shall indemnify, hold harmless, and at Producer's election, defend Producer, its directors, officers, employees and personnel from and against any and all claims, damages, liabilities, costs and expenses arising out of, or relating to (i) any use of the Licensed Materials as permitted herein and/or (ii) the inaccuracy or any real or alleged breach of any of Licensor's representations, warranties, covenants, agreements, or undertakings made or contained in this Release.

Licensor acknowledges and agrees that Network is an express third party beneficiary of this Release and all of the rights and benefits granted by and services and obligations of Licensor set forth therein with full standing to enforce any of its provisions and all references to damages, injuries or other losses to "Producer," or to remedies, releases or other rights of "Producer," shall also include the same as applicable to Network; however, the foregoing shall not confer any obligation or liability upon Network hereunder. Any and all rights granted to Producer and Network shall inure not only to Producer's and Network's benefit but also to the benefit of all persons and entities that may hereafter acquire from Producer or Network any right to produce, distribute, exhibit and/or otherwise exploit any of Producer's or Network's productions or other products and such may be released under any company, tradename or brand as desired by Producer or Network or their licensees or assignees.

### MATERIALS RELEASE

If a dispute arises out of or relates to this Release and is not resolved through direct discussions or mediation, the parties agree that the controversy or claim shall be resolved by final and binding confidential arbitration administered by JAMS in accordance with its streamlined arbitration rules and procedures or subsequent versions thereof (including the rule that each party shall pay pro rata its share of JAMS fees and expenses). To the extent this arbitration provision is not enforced or court proceedings are otherwise required or commenced, the parties irrevocably consent that the state and federal courts located in the County of New York in the State of New York shall have exclusive jurisdiction.

This Release contains the entire understanding and agreement between Producer and Licensor on its subject, supersedes all prior or contemporaneous understandings and agreements (whether oral or written), and shall be binding upon and inure to the benefit of the respective heirs and/or successors of Producer and Licensor. Any amendments, additions, or changes to this Release shall be valid only if set forth in writing and signed by an officer of Producer. Licensor agrees that New York law governs this Release without regard to its choice of law rules.

If any provision of this Release is adjudged to be void or unenforceable, same shall not affect the validity of this Release or any other provision hereof. This Release may be executed and shall be considered signed and fully binding when manually signed below and delivered by fax, electronic or digital means (e.g., email with attachment), and any such faxed, electronically or digitally delivered signature shall be deemed an original for all purposes.

LICENSOR HAS HAD AMPLE OPPORTUNITY TO READ, AND HAS IN FACT READ, THIS ENTIRE MATERIALS RELEASE, AND FULLY UNDERSTANDS ALL OF ITS RIGHTS AND OBLIGATIONS. LICENSOR UNDERSTAND THAT HE/SHE IS GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS MATERIALS RELEASE, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS RELEASE.

#### AGREED TO AND ACCEPTED BY:

LICENSOR		
Ву:		
Authorized Signatory		
Printed Name of Signatory and Title (if any):	Chase _	Floyd
Date:		
	E-mail: _	cfloyd493@gmail.com
Address:		

Status: Delivered

# **Certificate Of Completion**

Envelope Id: F1746AC9399042C8A8083A8C2F34CF63

Subject: Please DocuSign: The Proof Is Out There Releases

Source Envelope:

**Envelope Originator:** Document Pages: 5 Signatures: 0

Certificate Pages: 2 Initials: 0 Katy Garrity

AutoNav: Enabled 235 E. 45th St **Envelopeld Stamping: Enabled** New York, NY 10017

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Katy.Garrity@aenetworks.com IP Address: 165.225.8.169

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Chase Floyd Sent: 6/7/2021 7:27:05 AM Viewed: 6/7/2021 4:42:52 PM cfloyd493@gmail.com

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Chris.sandoval@aenetworks.com

A+E Networks

Security Level: Email, Account Authentication

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kem.poston@aenetworks.com

Security Level: Email, Account Authentication

Kem Poston

**Electronic Record and Signature Disclosure:** 

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