

APPEARANCE RELEASE

You, _____, and Treehouse Island, Inc., its licensees, successors and assigns (collectively, "Producer") hereby enter into this Appearance Release in connection with the digital or video production of content for Product (the "Video Content"). For good and valuable consideration, the sufficiency and receipt of which you hereby acknowledge, you agree as follows:

1. You agree to cooperate with Producer in the making of the Video Content. You hereby grant to Producer the irrevocable right to record by any means whatsoever your appearance, name, likeness, voice, property, performance, biography and personal experiences (collectively, the "Recording") and to edit the same (in Producer's sole discretion) and to copy, reproduce, summarize, copyright, publish, exhibit, distribute and otherwise exploit in any and all manner and media now known or hereafter devised, in perpetuity and throughout the universe, in and in connection with the Video Content and all allied, ancillary and subsidiary rights in the Video Content, and in advertising, publicity and promotion therefore and related thereto. You hereby waive any right to inspect or approve the Recording or the uses to which any portion of the Recording may be put in the completed Video Content, and the related advertising and promotion of the Video Content. You agree that the Recording will be solely owned by Producer and that Producer may copyright in its name and for its sole benefit any such audio or video recording containing the Recording. Producer shall have no obligation to include the Recording or any portion of thereof in the Video Content, or to produce or exploit the Video Content or continue the same once commenced.
2. You agree that your appearance in the Video Content does not constitute a performance within the parameters of a performing arts union or guild and under no circumstances will any monetary compensation be payable to you or on your behalf regardless of the manner and the extent to which Producer or its designees, licensee and assigns elect to exploit the Video Content or the results and proceeds of your services hereunder.
3. You hereby release Producer, its agents, employees, licensees and assigns (the "Released Parties") from any and all claims, damages, costs and expenses of any kind (including, without limitation, attorneys' fees) arising out of or by reason of your participation in or in connection with the Video Content. You agree that you will not bring or be a party to any legal action or claim against the Released Parties, or any of them, based upon or arising out of your participation in the Video Content or in any way related to the Video Content, or any exploitation of the Video Content, on any legal theory (including, without limitation, personal injury, injury or damage to property, rights of privacy and publicity, defamation, false light, unauthorized use of name and likeness and infliction of emotional distress) whatsoever.
4. You hereby represent and warrant that you have the full right to grant the rights granted hereunder. Your rights and remedies in the event of any breach of this Appearance Release by Producer will be limited to the right, if any, to recover money damages in an action at law, and in no event will you be entitled by reason of any such breach to seek injunctive or other equitable relief or to terminate this Appearance Release or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the Video Content or any subsidiary or ancillary rights in connection therewith. You will indemnify and hold harmless the Producer, its employees, associates, successors, designees, licensees and assigns, from any and all claims, demands, suits, losses, costs, expenses (including reasonable attorneys fees), damages or recoveries which may be obtained against, imposed upon or suffered by Producer, its employees, associates, successors, designees, licensees and assigns, by reason of your breach or alleged breach of any of the representations and warranties herein contained.
5. Producer shall have the right to assign its rights hereunder to any person, corporation or entity.

6. This Appearance Release contains the full and complete understanding between the parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto. This Appearance Release shall be construed in accordance with the laws of and shall be deemed to have been executed and fully performed in the State of Oregon. This Appearance Release may not be terminated or revoked under any circumstances.

Please sign below, thereby making this a binding agreement between the parties.

INC.

TREEHOUSE ISLAND,

By: _____
Authorized Representative

Name: _____

Title: _____

AGREED AND ACCEPTED:

Name: _____

Address: _____

Date: _____