

Program/Project Title: NICKELDEON HALO AWARDS 2016

Guest/Participant Name: _____

(check one) Performance: x **Interview:** _____ **MOS:** _____

PRODUCER: L. KELLY **DATE:** 11/11/16

APPEARANCE RELEASE

This release ("**Release**") is made to allow **NEW GAMES PRODUCTION, INC.** ("**Company**") to include me as a guest/participant in connection with the project tentatively entitled **NICKELDEON HALO AWARDS 2016** (the "**Project**") and to grant certain rights to Company. I am giving this Release in consideration for Company allowing me to participate as a participant in the Project, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and I recognize that my signature on this Release is a condition of Company permitting me to be a participant in the Project. I agree that Company and its affiliates, successors, licensees and assigns (including without limitation event and program sponsors, advertisers, and marketing partners) may photograph and record (e.g., film, tape, digital, etc.) me, my voice, conversation, actions, performances and any and all other activity and results of such recordings and/or photography (collectively, the "**Material**").

I agree that Company shall be the exclusive owner of all copyright and other rights in and to the Project and the Material, and that Company will have the irrevocable and exclusive right to use, and license or otherwise authorize others to use (a) the Material (in whole or part), in any manner determined by Company, in all media now known and hereafter devised, in perpetuity, throughout the universe; and (b) my name, voice, actual or simulated likeness and biography, in connection with the Project and any other project utilizing the Material, including, without limitation, for advertising, publicity, marketing, promotional and commercial tie-in purposes, in connection with the exploitation of all allied ancillary and subsidiary rights related thereto (including, without limitation, merchandising), and in connection with the promotion of the programming service(s) exhibiting the Project (or any other project utilizing the Material) and their respective affiliates, products, services and sponsors. I confirm that all statements made by me as part of my participation hereunder will be true and will not violate or infringe upon any third party's rights. I represent that any statements or materials provided and/or performed by me in connection with my participation hereunder (including, without limitation, any musical compositions or other artistic works) will not infringe on or violate the rights of any third party. I understand and agree that Company is not a signatory to any collective bargaining agreement covering my participation hereunder, and there will be no residual or any other type of payment due in connection with my participation or Company's exploitation of the Material and any rights granted hereunder. I acknowledge and agree that the Project and other uses of the Material may contain information, statements, depictions or representations ("**Information**") relating to me of a personal, private, disparaging, embarrassing and/or unfavorable nature, and that such Information may be summarized, edited, or modified in a manner that may be misleading or untrue. I further acknowledge that the Information may expose me, my family, and/or others to public ridicule or embarrassment. I voluntarily agree to participate in the Project and the terms hereof with full knowledge of the foregoing and freely and voluntarily assume all risk associated therewith.

I understand that upon execution of this Release, or at any time during my participation hereunder, Company may conduct a background check and may obtain information pursuant to the Fair Credit Reporting Act concerning my driving and criminal background, if any. I understand and agree that my participation hereunder is contingent upon my consent to the background check, completion of any necessary forms for that purpose and the results of the screening process.]

Complete only for hazardous activity:

I am volunteering to engage in the following activities in connection with the Project: _____

(please describe activity(ies))

I acknowledge and fully understand that the foregoing is/are hazardous activity (ies) and that my participation in such hazardous activity(ies) is voluntary.

Except as Company may direct or approve in each instance, I will not myself, or authorize others to, (a) advertise, promote or and/or disclose my participation hereunder, or (b) use or disclose any information about the Project, and/or trade secrets and/or proprietary information of Company (or any of its affiliates), that I learn as a result of my participation hereunder. I represent and warrant that all information I am providing to Company on this Release is valid, true and accurate, and that I have (or will concurrently provide) to Company full and accurate information regarding my name (including prior names, aliases and professional/stage names), address and date of birth, for Company's record-keeping purposes. I agree to comply with all instructions regarding safety in connection with the Project and my participation hereunder. I hereby agree not to sue and irrevocably and unconditionally release, waive and forever discharge Company and its past, present and future parents, subsidiaries (whether or not wholly-owned), affiliates, divisions, agents, representatives, employees, successors and assigns, jointly and individually and all entities and persons associated with the Project, the Material and my participation hereunder (hereinafter all of the foregoing, collectively "**Releasees**"), 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 (or my assigns, agents and/or representatives) ever had, now has, or in the future may have against the Releasees, including, but not limited to claims arising out of or related to the uses described herein, the Project, the Material, my participation hereunder, and/or my decision to perform or otherwise participate in connection with the Project. 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. In no event shall I have the right to enjoin the development, production or distribution or exploitation of the Project, the Material or any other exercise of the rights granted by me hereunder. Company may transfer and assign this Release or all or any of its rights or privileges hereunder to any entity or individual without restriction. This Release shall be binding on all of my successors-in-interest and heirs. This Release sets forth the entire agreement between me and Company with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties. This Release shall be governed by the laws of the State of New York. The parties hereto agree to submit to jurisdiction in New York County in the State of New York.

SIGNATURE: _____ **(PRINT) NAME:** _____ **Date:** _____

LIST ALL PRIOR NAMES, ALIASES, PROFESSIONAL/STAGE NAMES, ETC.: _____

ADDRESS/ CITY, STATE, ZIP: _____

DATE OF BIRTH: _____ **TELEPHONE:** _____

[THIS INFORMATION IS BEING OBTAINED AND WILL BE MAINTAINED SOLELY FOR LEGALLY-MANDATED RECORD-KEEPING PURPOSES.]

FOR USE BY PARENT OR GUARDIAN OF GUEST/PARTICIPANT UNDER 18 YEARS OF AGE: I represent that I am a parent/guardian of the minor named in the above Appearance Release and I agree that the grant and release contained therein binds us and said minor to all of the terms thereof.

SIGNATURE: _____ **(PRINT) NAME:** _____ **Date:** _____

TO BE SIGNED BY THOSE AUTHORIZED BY POWER OF ATTORNEY REPRESENTATIVE IF GUEST/PARTICIPANT IS NOT SIGNING DIRECTLY: I represent and warrant that I have full right, power and authority to execute this Release on behalf of Guest/Participant and accordingly, that Guest/Participant is bound by all of the terms and conditions of this Release Agreement.

SIGNATURE: _____ **(PRINT) NAME:** _____ **Date:** _____