

“DNA CURIOUS”

AUTHORIZATION AND RELEASE

I understand and acknowledge that I am applying to be a potential participant on a television program currently known as “DNA Curious” (working title) (the “Project”), to be produced by Forest Productions Inc. (“Producer”). For good and valuable consideration, I agree as follows:

1. I represent and warrant that all of the information I may provide to Producer in connection with my application for the Project (my “Application”), is true and accurate, and acknowledge that any false or misleading information submitted by me in connection with the Project is grounds for my elimination from consideration for or participation in the Project.
2. In connection with my Application, I hereby grant Producer the right to take motion and still pictures of me, and record my voice, statements and sounds I make, and to obtain other information about me, including but not limited to photographs and biographical information (collectively, the “Footage and Materials”) from any source. The Footage and Materials shall also include any and all material that I may create or otherwise provide to Producer at any time. Except as set forth below, any and all such Footage and Materials shall be deemed "works made for hire" specially ordered as part of a motion picture or other audio-visual work and shall be the exclusive property of Producer, and I waive the exercise of any “moral rights,” “droit moral,” and any analogous rights, however denominated, in any jurisdiction of the world, which I may have. To the extent I provide materials existing prior to my Application, including but not limited to personal photographs, and videos, such materials shall be deemed to be included as Footage and Materials, but shall be used as provided herein pursuant to a non-exclusive, but worldwide and perpetual license, provided that such license will terminate if I am not selected to participate in the Project.
3. Producer shall have the right to use the Footage and Materials in connection with the application process, and, in the event I am chosen to appear in the Project, Producer shall have the further right to use or otherwise exploit, and to authorize others to use or otherwise exploit, the Footage and Materials, or any portion thereof, in any manner, and in any media now known or hereafter devised, throughout the world, in perpetuity. The foregoing grant of rights includes, without limitation, Producer’s right to use the Footage and Materials in and in connection with the development production, distribution and/or exploitation of the Project and/or any other production, and in the advertisements, merchandising, publicity and promotions therefore, and for any entity that may sponsor, advertise in and/or exhibit in any manner the Footage and Materials, the Project or any such other production (the “Advertisements”), and in the exploitation of all allied, ancillary and subsidiary rights (including, without limitation in publishing and merchandising) (“Ancillary Materials”) related thereto, throughout the universe at any time, in perpetuity, in any and all media now known and hereafter devised, without any compensation to me whatsoever. I further grant Producer the right to use and license others to use my name, voice, image, likeness and biographical information in and in connection with the Series or otherwise, and in connection with advertising, programming and publicity materials for the Project (including, without limitation, in commercial tie-ins) and/or for Producer or Network. I acknowledge and agree that Producer has no obligation to use any of the rights granted by me herein, and except as expressly set forth herein above, I grant the rights granted hereunder whether or not I am ultimately selected as a participant.
4. I represent and warrant that: (a) I am not currently a candidate for public office, and if selected to participate in the Project, I agree not to become a candidate for public office until one (1) year after the broadcast of the final episode of the Project in which I appear; (b) my appearance in the Project and the use of the Footage and Materials by Producer or anyone else will not violate or infringe upon any rights of any third party and will not cause me to be in breach of any agreements to which I am a party; and (c) I did not give, or agree to give, anything of value so I could be in the Project, the Advertisements or the Ancillary Materials.

5. I acknowledge that Producer may determine, in its absolute discretion, whether or not to select me to participate in the Project and that Producer has the right, to eliminate me from further consideration as a participant at any time for any reason. Producer reserves the right to modify the eligibility requirements at any time. I acknowledge and agree that all decisions by Producer concerning the selection of participants is at Producer's sole discretion and not subject to challenge or appeal.
6. I understand and acknowledge that, in connection with the Project, I will be providing Producer personal information about myself, and Producer and its researchers and other agents (collectively "Researchers") may find or otherwise develop other personal information, of which I may or may not currently be aware (all of such information referred to herein as "Personal Information"). Such Personal Information shall be included in the definition of "Footage and Materials" under this and any subsequent agreements that I may enter with Producer related to the Project, provided that such Personal Information shall remain my property, but may be used as provided herein pursuant to a non-exclusive, but worldwide and perpetual license, provided that such license will terminate if I am not selected to participate in the Project.
7. Except as limited by law, for the purposes of evaluating my Application, I authorize Producer and the Network to utilize the Personal Information I provide, and to develop further Personal Information in and in connection with the Program, and, in particular, but without limitation, to seek out and identify third parties whom I may be related (Producer's "Research"). I further authorize Producer and Researchers to provide such Personal Information to third parties to the extent deemed necessary by Producer and Researchers to conduct the Research and I authorize third parties to provide information concerning me.
8. I shall not disclose to any third party at any time, directly or indirectly, any information or materials of any kind, concerning or relating to Producer, the network for whom the Project is produced ("Network"), their respective creative and business affairs, the Project, its participants and location(s), and/or any event contained in the Project (collectively, "Confidential Information").
9. I acknowledge that in the event I participate in telephone calls or video conferencing (including but not limited to Skype, Zoom, Webex, etc.) at any time in connection with my Application that any such conversations may be recorded by Producer or its agents and representatives, and I have no expectation of privacy in connection with such conversations or otherwise in connection with my Application, and Producer need not give me further notice of such recordings which shall be included within the Footage and Material.
10. **RELEASE, AGREEMENT NOT TO SUE AND INDEMNITY.** To the maximum extent permitted by law, I, for myself and on behalf of my heirs, executors, agents, successors or assigns, hereby release, hold harmless, and forever discharge Producer, Network, any station or network that exhibits the Project, and each of their respective parent, subsidiary, related and affiliated companies, and each of their respective officers, directors, agents, representatives and employees (collectively, the "Released Parties"), from any and all claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action whatsoever that in any way are caused by, arise out of or result from this agreement, my participation in and in connection with the Project, the creation or exploitation of the Footage and Materials, the Project, the Advertisements or the Ancillary Materials and/or use of any of the rights I have granted herein, on any legal theory whatsoever, regardless of whether caused by the negligence of the Released Parties, including without limitation, any claim that the use of the Footage and Material is disparaging, defamatory, embarrassing or of an otherwise unfavorable in nature (collectively, the "Released Claims"). To the maximum extent permitted by law, I agree that I will never sue Producer, Network or any other party because I do not like the manner in which Producer and/or its licensees or assignees took or used the Footage and Materials or for any cause of action based on any of the Released Claims. I further agree to defend, indemnify and hold harmless each of the Released Parties from and against any and all claims, liabilities or expenses (including reasonable attorneys' fees) by whomever asserted arising from or relating to: (a) my breach or alleged breach of any representations and warranties herein; (b) my acts, statements and/or omissions in and in connection with my application for the Series; (c) the use of any of the rights I have granted herein; and (d) my violation of any law, rule or regulation.

11. I acknowledge that there is a possibility that I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this agreement was executed, and which if known by me at that time may have materially affected my decision to execute this agreement. I acknowledge and agree that I am hereby assuming any known risks along with risk of such unknown facts and such unknown and unsuspected claims.
12. I agree that any and all claims, disputes or controversies arising out of or in connection with this agreement or my application for, or participation in, the Project that are not otherwise barred or released pursuant to the terms herein shall be resolved exclusively and confidentially by binding arbitration before a single, neutral arbitrator, under the auspices of JAMS using its streamlined arbitration rules and procedures, through its Los Angeles, California office. I agree that my remedies for any breach of this agreement by Producer or others will be limited to monetary damages, if any, and in no event will I be entitled to rescind this agreement or the rights granted hereunder, or to seek or obtain injunctive or any other equitable relief.
13. If I am selected by Producer to advance in the application process, I agree to execute and deliver to Producer such other documents as Producer deems necessary or advisable regarding my proposed or actual participation. Without limiting the foregoing, my continued participation in the application process may be conditioned upon my submission to a background check, and participation in the program is contingent on a background check approval by the Producer and/or the Network.
14. This is the complete and binding agreement between Producer and me, and it supersedes all prior understandings and/or communications, both oral and written, with respect to its subject matter. This agreement shall be governed by and construed in accordance with California law, without regard to its conflict of laws provisions. I agree that Producer may license, assign, and otherwise transfer this agreement and all rights granted by me to Producer hereunder to any person or entity, in whole or in part. This agreement is not assignable by me. The illegality, invalidity or unenforceability of any provision of this agreement shall in no way affect the validity or enforceability of any of the remainder of this agreement, which shall be enforced to the maximum extent permitted by law. This agreement cannot be terminated, rescinded or amended, except by a written agreement signed by both Producer and me.

I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING HEREUNDER.

Signature: _____

Date: _____

Print Name: _____

Phone: _____

Address: _____

E-Mail: _____