

CASTING RELEASE

I understand and acknowledge that I am being considered to be a potential participant on a television program currently known as *Untitled Family Mystery Show (wt)* (the “**Program**”). For good and valuable consideration, including but not limited to the value of my potential participation in the Program, the receipt of which is hereby acknowledged, I agree as follows:

1. I hereby grant to Forest Productions, Inc. (“**Producer**”) the right to take motion and still pictures of me and record my voice and any sounds I make, and to obtain other information about me, including but not limited to photographs and biographical information about me and my family (collectively, the “**Footage and Materials**”), and to use the Footage and Materials in and in connection with the development of the Program, and, in the event I am selected to appear in the Program, within one or more episodes of the Program 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 Program 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. The Footage and Materials shall also include any and all material that I may create or otherwise provide to Producer at any time. 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 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 retain any pre-existing interest in any element of the Footage and Materials, I hereby license to Producer the right to use such pre-existing elements in any and all manner or medium now known or hereafter, in perpetuity, throughout the universe. To the extent that any portion of the Footage and Materials are not otherwise works-made-for-hire, I hereby grant and assign to Producer all rights of any nature in and to all such Footage and Materials. The rights granted herein shall also include, without limitation, the right to edit, delete, dub and/or fictionalize the Footage and Materials. Producer is under no obligation to use the Footage and Materials.

2. I represent and warrant that (a) I am not currently, and during one (1) year from today do not intend to be, a candidate for public office; (b) to the best of my knowledge all information provided to Producer is truthful and accurate; (c) any use of the Footage and Materials by Producer or anyone else, and my appearance in the Program, Advertisements or the Ancillary Materials, if at all, 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 (d) I did not give, or agree to give, anything of value so I could be in the Program, the Advertisements or the Ancillary Materials.

3. 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 on which the Program is to air (“**Network**”), the Program, its participants and location(s), and/or any event contained in the Program (“**Confidential Information**”). Any breach by me of my confidentiality obligations hereunder would cause Producer and Network irreparable injury that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, I expressly agree that Producer and Network shall be entitled to utilize all available remedies under the law, including, without limitation, injunctive and other equitable relief (without posting any bond) to prevent and/or cure any breach or threatened breach of the confidentiality provisions of this Agreement by me. Without limiting the foregoing, all aspects of the publicity and promotion for the Program shall be at Producer’s and Network’s sole discretion and without the prior approval of Network in each instance, I shall not discuss the Program or my participation in the Program to any third party including (without limitation) by way of the internet, e-mail and any social network, at any time, except that I may make incidental, non-derogatory mention that I participated in the Program only after the exhibition of the episode(s) in which I appear. I agree not to make any use of the fact that I appeared in the Program or Producer’s or the Network’s names, logos, trade names or trademarks, for any commercial purpose whatsoever. My confidentiality obligations shall continue in perpetuity or until terminated by the Network in writing.

4. **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, and any station or network that exhibits the Program, and each of their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees (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, the creation of, or my appearance in, the Footage and Materials, the development activities, and if applicable, the Program, the Advertisements or the Ancillary Materials, or the broadcast or other exhibition of the Program, the Footage and Materials, the Advertisements, or the Ancillary Materials, or any other program, on any legal theory whatsoever, regardless of whether caused by the negligence or willful misconduct of the Released Parties, including limitation to any claim that the use of the Footage and Material is disparaging, defamatory, embarrassing or of an otherwise unfavorable in nature, or constitutes an invasion of privacy (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. Furthermore, I agree to defend, indemnify and hold harmless the Released Parties harmless from any and all claims, actions, damages, losses, liabilities, costs, expenses (including, without limitation, attorneys' fees), injuries or causes of actions that in any way are caused by, arise out of or result from any breach or alleged breach by me of any of the representations or warranties made by me or for any breach of my agreements or obligations under this agreement.

5. 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. To the maximum extent permitted by law, I waive any and all rights I may have under Section 1542 of the Civil Code of California, and any similar provision in any other jurisdiction. Section 1542 provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

6. **MEDIATION & ARBITRATION.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH CALIFORNIA LAW, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS. THE PARTIES AGREE THAT ANY DISPUTES ARISING OUT OF THIS AGREEMENT NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION CONDUCTED IN LOS ANGELES COUNTY UNDER THE EXPEDITED ARBITRATION PROCEDURES RULES AND PROCEDURES OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICES INC. ("JAMS") BEFORE A SINGLE, NEUTRAL ARBITRATOR WHO IS A FORMER OR RETIRED CALIFORNIA STATE OR FEDERAL COURT JUDGE WITH EXPERIENCE IN ENTERTAINMENT MATTERS WHO SHALL FOLLOW CALIFORNIA LAW AND THE FEDERAL RULES OF EVIDENCE AND HAVE NO AUTHORITY TO AWARD PUNITIVE DAMAGES. EITHER PARTY MAY ENFORCE A FINAL ARBITRATION AWARD IN ANY COURT OF COMPETENT JURISDICTION IN LOS ANGELES COUNTY, INCLUDING AN AWARD OF COSTS, FEES AND EXPENSES INCURRED IN ENFORCING THE AWARD. NOTWITHSTANDING THE FOREGOING, EITHER PARTY SHALL BE ENTITLED TO SEEK INJUNCTIVE RELIEF (UNLESS OTHERWISE PRECLUDED BY ANY OTHER PROVISION OF THIS AGREEMENT) IN THE STATE AND FEDERAL COURTS OF CALIFORNIA.

7. I understand that in the event that I am chosen to participate in the Program or other programming, I will enter into a more comprehensive agreement with Producer. Unless and until such time, this agreement will control as to all matter contemplated hereunder.

8. I acknowledge and agree that during the period extending for twelve (12) months from the date of this agreement my on-camera services shall be exclusive to Producer in reality and unscripted programming on any form of television or internet services.

9. 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. 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. 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.

To learn more about how Producer collects and uses your personal information in connection with this production, refer to Producer's Privacy Notice at <https://www.warnermediaprivacy.com/policycenter/filmandtalent/>. **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: _____ Phone: _____

Print Name: _____ Date of Birth*: _____

Address: _____ E-Mail: _____

If participant is under eighteen years of age: I represent and warrant that I am the parent or guardian of the minor whose name appears above. I am entitled (together with the other undersigned person, if any) to the sole care, custody and control of my child/ward. I have read the foregoing Agreement and am familiar with each and all of the terms contained therein, I am satisfied that the Agreement is fair and equitable, and I hereby give my express consent to its execution by my child/ward and will not revoke my consent at any time. I hereby release the Released Parties as from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee the performance of my child's/ward's obligations and the grant of rights in and to the results and proceeds of my child's/ward's activities as set forth above.

By: _____

By: _____

Print Name: _____

Print Name: _____

Phone: _____ E-Mail: _____

Phone: _____ E-Mail: _____

* For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.