



INTELLECTUAL PROPERTY RELEASE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being the legal owner of certain Intellectual Property (including all necessary rights of trademark and copyright therein) described as the Bankable Audition Video of _____ **[insert name of Applicant]** (the “**IP**”), does hereby grant KyMoKi Entertainment Inc. and its representatives, distributors, agents, employees, successors, licensees, and assigns (collectively, “**Producer**”) the full and irrevocable right and license to use, photograph, reproduce, manipulate, edit and incorporate the IP in and in connection with the reality-based television series currently entitled “**BANKABLE**” (the “**Series**”). As between the undersigned and Producer, Producer shall solely own all rights in and to the Series, Producer shall have all rights to use the Series, including without limitation images and/or footage including or incorporating the IP, in any and all manners and media, whether now known or hereinafter devised, throughout the universe in perpetuity, in any and all languages. The undersigned also consents to the use of the IP in connection with the advertising, promotion, marketing and exploitation of the Series. It is further understood that the IP will be shared throughout the universe and release the Producer of liabilities of such use.

The undersigned hereby waives any right that the undersigned may have to inspect or approve the finished Series or any advertising, marketing, or promotional materials that may be used in connection therewith. In no event shall the undersigned have the right to terminate the rights granted to Producer hereunder or to enjoin, restrain, or otherwise interfere with the development, production, distribution or other exploitation of the Series.

The undersigned hereby represents and warrants that: (i) it is the owner and/or authorized representative of the IP and that it has the full authority to execute this release and to grant Producer the permission and rights herein granted, and that no one else’s permission or consent is required, and (ii) that no credit, acknowledgment, payment, contribution, monies and/or any other consideration or compensation is required to the undersigned and/or any other person and/or entity (including, but not limited to any guild, union and/or other collective bargaining organization) for Producer’s use of the IP as provided in this agreement. The undersigned, and its representatives, successors and assigns hereby absolutely, unconditionally and forever release and discharge Producer and all other persons and entities connected with the Series, and each of them from any and all claims, actions, causes of action, proceedings, suits, awards, judgments, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, reasonable attorneys’ fees and union fees, if any) arising out of, resulting from, or by reason of, the use of the IP in or in connection with the Series (including, without limitation, claims based on patent, trademark or copyright infringement, rights of publicity or privacy, defamation or false/negative light). The undersigned shall defend (at indemnitee’s option), indemnify and hold harmless Producer, the Network, Distributors, each of their respective parents, subsidiary, affiliated and related entities and their respective officers, directors, employees, shareholders, contractors, members, representatives, agents, licensees, successors and assigns of each of the foregoing, from all liability, injury, damage, expense, or loss caused by or arising out of or related to (i) any act or omission of the undersigned which is a breach of the provisions of this Intellectual Property Release; (ii) a breach of any of the undersigned’s representations and warranties or agreements hereunder; (iii) materials or images appearing in the Series that were provided to Producer by the undersigned (including, but not limited to,

any logos, trademarks and copyrights), and (iv) the negligence or willful misconduct of the undersigned or the undersigned's agents, employees, contractors, collaborators or representatives.

The undersigned acknowledges that in no event shall Producer be obligated to use the IP in the Series or otherwise or to exercise any other rights, licenses or privileges granted to Producer hereunder.

This Intellectual Property Release shall be binding upon the undersigned and the undersigned's heirs, representatives, agents, employees, contractors, successors, licensees and assigns.

ACCEPTED AND AGREED TO ON _____, 20__ :

NAME: _____

ADDRESS: _____

E-MAIL: _____

PHONE: _____

SIGNATURE: _____

CAMERA PERSON (Camera person must sign the IP Release as part of the release):

NAME: _____

ADDRESS: _____

E-MAIL: _____

PHONE: _____

SIGNATURE: _____