

# Dolphin & Whale Tales Podcast INTERVIEW CONSENT & RELEASE

By proceeding to schedule or participate in an interview to be conducted by Anne Gordon or any team member of Whale Wisdom Retreats LLC (hereinafter "Interviewer"), You Agree that you are over the age of 18, and Consent to the following Terms of Participation, including Release of Liability:

**1. Permission to Record / Permission to Use.** You, (the "Interviewee"), for good and valuable consideration which is hereby acknowledged, consent to participate in an Interview to be conducted by the Interviewer, and consent to the video, audio, and/or photographic recording and broadcast, including via live-streaming, of said interview. You hereby grant to the Interviewer and Interviewer's assigns, licensees and successors the right to copy, reproduce, distribute, and otherwise use all or a portion of the video and/or audio recording in any format (the "Recording") and your statements (the "Interview") for incorporation in the Interviewer's work (the "Work") or for use by Interviewer for any commercial purpose without restriction. You also agree to the use of all or a portion of the Recording and the Interview in all forms and media, including live video and audio streams, audio, video and photographic recordings, transcriptions, including excerpts or segments, or edited or redacted versions of the same. You expressly grant Interviewer the right to capture and use your image, likeness, voice and name in connection with all uses of the Recording and Interview, and waive the right to inspect or approve use of the Recording or Interview as incorporated in the Work or otherwise utilized by Interviewer for any commercial purpose.

**2. Release.** By agreeing to participate in the interview, you discharge and release Interviewer and Interviewer's agents, representatives, assigns, licensees and successors from any and all claims that may arise regarding the use of the Interview including but not limited to any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or copyright.

**3. Ownership.** You acknowledge that you have no ownership rights in the Recording, the Interview, or the Work (though a copy or copies may be provided to you in the sole discretion of Interviewer, including for you to distribute or share as appropriate and only in accordance with any instructions or information provided by Interviewer and accompanying the Recording, Interview or the Work). You shall retain all original ownership rights in and to your original intellectual property including any copyrighted material utilized or referred to in the Interview.

**4. No Requirement to Use.** Interviewer is not obligated to utilize the rights granted in this Agreement.

**5. No Joint Venture.** You agree that no joint venture, partnership, employment or agency relationship exists between You and Interviewer as a result of the relationship established by this Agreement.

**6. Governing Law.** This Agreement and any action related thereto shall be governed by the laws of California without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in federal and state courts of Sacramento, California.

I HAVE READ AND UNDERSTAND THIS INTERVIEW CONSENT AND RELEASE AGREEMENT, AND CONSENT TO THE TERMS HEREIN.