

NUMBER:

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Pilgrim Operations, LLC
12020 Chandler Blvd., Suite 200,
North Hollywood, CA 91607
Phone (818) 478-4500 • Fax (818) 478-4510

APPEARANCE RELEASE
("Release")

For Internal Clearance Purposes Only

Circle One:
Gender: M // F
Height: < 5' // 5' - 6' // > 6'
Hair Color: Brown // Black // Blonde // Other
Circle if Applicable:
Glasses
Facial Hair: Beard // Mustache
Shirt Color: _____

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned participant ("Participant") hereby authorizes Pilgrim Operations, LLC ("Producer") and its parents, affiliates, subsidiaries, licensees, successors and assigns to make use of Participant's appearance pursuant to the terms in this Release in connection with the episodic series tentatively entitled, "Chopper" (the "Program") produced for Discovery Communications, LLC ("Network"), and in connection with Producer and/or Network or otherwise.

Participant hereby authorizes and agrees Producer may make audio-visual recordings, tape, photograph, and record Participant, Participant's voice, conversations (including quotes, paraphrases, impressions and sounds, in telephone conversations or otherwise), including any performance of any musical composition(s), impression(s)/caricature(s)/parodies during and in connection with Participant's appearance on the Program ("Appearance"). In addition, Participant authorizes and agrees Producer may use any and all materials provided by Participant or Participant's representatives, including, but not limited to, any personal, publicity, social media, and/or other photos or videos ("Materials"). Participant acknowledges and agrees that Producer shall be the exclusive owner of all rights, title and interest (including, but not limited to, the copyright and intellectual property rights) in and to the results and proceeds of the Appearance (including all recordings and reproductions thereof) and all contents therein ("Results and Proceeds"). Producer shall have the irrevocable right to use and license others to use, portray, and exploit the Materials, Results and Proceeds (or any portion or reproduction thereof), Participant's name, voice, likeness, biographical information, life events and experiences, in and in connection with the Program and/or any episode or segment thereof or otherwise (including in any promotional videos, behind-the-scenes, making of, best of, clip, look backs and/or compilation material or similar type versions of the Program) and/or Producer, Network, and/or Network's affiliated services (including, but not limited to, the promotion, advertising, sale, commercial tie-in, product integration, implied endorsement, and ancillary and subsidiary rights [e.g., DVD cover art]) in any manner via any medium now known or hereafter devised, throughout the universe, an unlimited number of times, in perpetuity. Participant hereby waives any right of inspection or approval of the Appearance or the uses to which such Appearance may be put and Participant expressly waives any and all rights of droit moral or similar rights Participant may have in connection with the Appearance. Participant agrees that Producer shall be under no obligation to actually use Participant's name, voice, likeness, Materials, and/or Appearance as part of the Program, or to actually exhibit or otherwise exploit the Program. Participant further warrants and represents that any and all of Participant's statements made in connection with the Appearance and/or Program are true, and that the statements and the Appearance will not violate or infringe upon the rights of any third party. Participant understands and agrees that the Appearance and any services provided hereunder are not subject to any union or guild agreements (such as SAG or AFTRA) applicable to talent services.

Without Producer's and/or Network's prior written approval, Participant agrees Participant will not (and will not authorize others to): (i) issue, authorize or participate or otherwise disseminate press releases, public statements, news stories, magazine articles, books, or other publicity or information of any kind relating to the Appearance, the Program, Producer, Network or any other their related or affiliated entities; (ii) disclose (including without limitation via oral or written communication, social media, or any electronics or other means) any non-public information or trade secrets obtained or learned as a result of the Participant's participation in the Program, including, without limitation, any non-public information concerning or relating to the Program, the premise and concept, the host, the other participants, the events contained in the Program, the outcome of the Program, and/or the method(s) of production of the Program ("Confidential Information"); (iii) receive or generate any monetary advantage from the Appearance or any Confidential Information; (iv) use Producer's and/or Network's name, logo, trademark, or other proprietary mark in any manner without Producer's and/or Network's prior written approval; or (v) use any camera, cell phone or recording device to photograph or record any Confidential Information or any activity related to the Program and further agree that, in the event Participant captures such photographs and/or recordings, all rights thereto shall be exclusively owned by Producer as a "work-made-for-hire (or alternatively are hereby assigned to Producer). Without limiting the foregoing, Participant understands and acknowledges that the confidentiality obligations and publicity restrictions hereunder are in perpetuity and shall apply to any and all media whatsoever, whether now known or hereinafter devised. Participant acknowledges and agrees that any public statements or disclosure of Confidential Information in violation of the foregoing shall constitute and be treated as a material breach of this Release and may cause Producer and/or Network irreparable injury. In the event of such breach, Participant shall be liable and Participant agrees Producer and/or Network shall have the right to utilize all available remedies under the law, including both financial and injunctive relief, as reasonable remedy for the significant harm which may be incurred by Producer and/or Network as a result of any unauthorized disclosure and/or breach of this Release. For the avoidance of doubt, Participant shall not file any trademark applications or register any Internet domain names in connection with the Program without the prior written consent of Producer and Network. In the event, prior to the date of this Release, Participant has filed any trademark applications or registered any internet domain names in connection with the Program, Participant shall assign in writing any and all rights in and to such applications and/or domain names to Producer and/or Network and agrees execute all documents necessary to perfect such rights to Producer and/or Network, as applicable.

Participant acknowledges and agrees that Participant's Appearance and participation in the Program is voluntary and at Participant's own risk and Producer shall not be liable for any mental or physical harm or damage, whether personal, to property or otherwise, which Participant may incur by participating in the Program, including, but not limited to, any physical and/or other activities unless such harm or damage results solely from the intentional misconduct of Producer. Participant further understands and agrees that during the Appearance, depictions, and/or portrayal of Participant in and in connection with the Program, Participant may reveal and/or relate, and/or other parties may reveal and/or relate, information about Participant of personal, private, disparaging, embarrassing, intimate or of any otherwise unfavorable nature to Participant and may such information may expose Participant to public comment, ridicule or condemnation, which neither Producer nor Network control. Participant acknowledges and agrees that Producer and/or Network shall have the right to (a) include any such information, Appearance, portrayal and statements in the Program as edited by Producer; and (b) exhibit, distribute, broadcast, show, and otherwise exploit such information and related materials in the Program and otherwise. Participant acknowledges that Producer will rely on these permissions potentially at a substantial cost and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

Without limiting the foregoing, Participant hereby agrees that in the event of any breach of this Release by Producer, Participant's sole remedy shall be an action at law for damages actually suffered, if any and Participant shall not seek to or enjoin the development, production, distribution and/or exploitation of the Program. Participant hereby agrees not to sue and irrevocably and unconditionally releases, waives and forever discharges Producer and Network and each of their past, present and future parents, subsidiaries (whether or not wholly-owned), affiliate and related entities, divisions, agents, representatives, employees, successors and assigns, jointly and individually (hereinafter collectively referred to as "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 Participant (or its heirs, next of kin, assigns, agents and/or representatives) or any third party 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 Program, the Appearance in the Program, including but not limited to libel, slander, defamation, invasion of any rights of privacy, right of publicity or personality, intentional infliction of emotional distress, negligent infliction of emotional distress, or violation of any other right. Participant further agrees that Participant shall be liable for any attorneys' fees and costs incurred by Producer in connection with any claim or lawsuit brought in violation of this Release.

This Release sets forth the entire agreement between Producer and Participant with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties. The parties hereto agree to submit to jurisdiction in the State of California. Any controversy or claim relating to this Release ("Claim") shall be governed by and construed in accordance with the substantive laws of the State of California without regard to California choice of law rules. All Claims shall be submitted to final and binding arbitration, to be held in Los Angeles County, California, before a single arbitrator, in accordance with California Code of Civil Procedure §§ 1280 et seq. The arbitration shall be initiated and conducted according to the applicable JAMS Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the Los Angeles office of JAMS, or its successor ("JAMS") in effect at the time the request for arbitration is made. The arbitrator shall follow California law and the Federal Rules of Evidence in adjudicating the dispute. The parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages. Participant has read and understands this Release and agrees to the provisions contained herein. Producer shall have the right at any time to assign or otherwise transfer this Release, in whole or in part, or any or all of Producer's rights or obligations hereunder to any third party. This Release may not be assigned, transferred or encumbered by Participant, in whole or in part, by operation of law or otherwise, without Producer's prior written consent, and any such assignment without Producer's consent will be deemed ineffective.

PLEASE COMPLETE ALL SECTIONS AND SIGN WHERE INDICATED BELOW.

Name: _____ Date: _____
Street Address: _____ Date of Birth: _____
City/State/Zip: _____ Phone #: _____
Signature: _____ Ethnicity (self described): _____

ist All Prior Names, Aliases, Professional Stage Names, etc.: _____

I am a parent (or guardian) of the minor who has signed this Release and consent and I hereby agree that I, and the said minor, will be bound by all the provisions contained herein.

Name: _____ Date: _____ Signature: _____

For Producer: _____ Title: _____ Date: _____