

GENERAL APPEARANCE RELEASE FORM

**THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS AND RESPONSIBILITIES
PLEASE READ IT CAREFULLY BEFORE SIGNING**

[Wivt/Wbgh 2018 Sounds of the Season with the BYS] Appearance (the "Program")

[Recorded on 11/11/18]

In full and complete consideration of appearing on and/or participating in the Program, I hereby agree as follows:

1. I hereby grant to Nexstar Broadcasting, Inc. ("Nexstar"), Mission Broadcasting, Inc. ("Mission"), and [WIVT/WBGH] ("WIVT/WBGH"), and together with Nexstar and Mission, the "Station") and their successors, licensees and assigns, for good and valuable consideration, receipt and sufficiency of which I hereby acknowledge, the irrevocable, exclusive right, but not the obligation, with or without my knowledge, in perpetuity and throughout the universe, to film, tape, photograph, record, exhibit, display, edit, distribute, sell, own, utilize, alter and otherwise use my appearance, name, likeness, voice, singing voice, conversations, sounds, signature, biographical data, personal characteristics, personal identification and any other information or materials provided by me (including any video or sound recordings I provide) (collectively, the "Images") to the Station in and in connection with the Program, in any and all media, whether now known or hereafter devised including, in any Station program, the Internet, Web sites, mobile applications, social media, advertising, promotion, marketing, merchandising, distribution, publication, and all other types of exploitation, or in any other manner in the Station's sole discretion, or to refrain therefrom. The Station shall also have the unrestricted right to edit, delete, and/or dub the content and text of any recordings of the Program and any video or sound recording or other materials that I submit in connection therewith as the Station sees fit in its sole discretion.
2. To the extent I perform any music, read any literary pieces and/or submit any photographs, audio, video or other artistic works to the Station, whether original or otherwise, I hereby represent and warrant that I own, control or have obtained all rights (including all copyrights) in and to all such materials ("Materials") and I hereby grant the Station, without charge, the rights necessary to use all such materials in connection with the Program in any and all media now known or hereafter devised for any purpose throughout the universe in perpetuity. I further confirm that the Station's use of the Materials will not infringe upon the rights of any person or entity.
3. I understand and acknowledge that all submissions of Materials will not be returned to me.
4. I understand, acknowledge and agree that the Station retains final editorial, artistic and technical control of the Program and the content of the Program and that no portion of the Program or any related material needs to be submitted to me for any approval and the Station will have no liability to me for any distortion or illusionary effect involving the Images. I further understand, acknowledge and agree that the Station and its licensees and assignees will own all right, title and interest, including the copyright, in and to the Program and all related materials, to be used and disposed of, without limitation, as the Station, in its sole discretion, may determine.
5. I agree to follow all rules, directions and instructions given by the Station in all matters relating to, and/or in connection with, the production of the Program, which are subject to change at the Station's sole discretion.
6. To the maximum extent permitted by law, I agree that I will not sue the Station or anyone because the Station did not take or use the Images or because I do not like the manner in which the Station and/or its licensees or assignees took or used the Images or used the Images in the Program or in any other program. In addition, I understand that my appearance and/or participation in the Program, and any travel by me in connection with the Program, is at my own risk. I, for myself and on behalf of my heirs, executors, agents, successors or assigns, hereby release, indemnify, hold harmless, promise not to sue, and forever discharge the Station, and any affiliated companies, as well as the World Wide Web platforms on which the Program is broadcast or otherwise exhibited or distributed and the sponsors thereof, 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,

including attorneys' fees, that in any way are caused by, arise out of or result from this agreement, my appearance and/or participation in the Program, the Images, the Materials, the Program or in the advertisements, the creation of the Images, my presence at or travel to any location in connection with my appearance and/or participation in the Program, or the broadcast or other exhibition of the program, the Images, the Materials, or the advertisements, on any legal theory whatsoever (including, but not limited to, personal injury, rights of privacy and publicity, defamation, or False Light), regardless of whether caused by the negligence or willful misconduct of the Released Parties or anyone else connected with the Program or the Images. I will defend, indemnify and hold the Released Parties harmless from any and all such claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action, as well as all claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action 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, warranties or covenants made by me in this agreement.

7. I represent and warrant that I am over 18 years of age and therefore can grant the rights hereunder or my parent or legal guardian will sign on my behalf and that the rights granted hereunder will not conflict with or violate any commitment, agreement, or understanding I have with any other person or entity.

8. This agreement shall be interpreted under the laws of the State of Texas without regard to the conflicts of law provisions thereof. The illegality, invalidity or unenforceability of any provision 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.

9. **[CALIFORNIA ONLY]** 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 EVERY LIKE PROVISION IN ANY FOREIGN 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 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

AGREED AND ACCEPTED:

Signature: _____ Date: _____

Printed Name: _____ Phone: _____

Address: _____ Email: _____

If participant has not reached the age of majority: I represent and warrant that I am the parent or guardian of the minor whose name appears above, I acknowledge that 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 defined in Paragraph 5 above 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.

Signature of Parent or Guardian: _____ Date: _____

Printed Name: _____ Phone: _____