

APPEARANCE RELEASE, INDEMNITY, WAIVER AND LICENSE

GUEST NAME: _____ (hereinafter, "Guest")

ADDRESS: _____

Phone/Email: _____

This Appearance Release, Indemnity, Waiver and License Agreement is entered into between Kelley Perez, owner, developer and producer of certain internet media productions, including but not limited to YouTube media and related podcast(s), (hereinafter, "Podcast") and Guest and covers Guest's appearance and contributions on or in connection with Podcast; and

WHEREAS, Podcast is in the business of producing content for broadcast in any media; and

WHEREAS, Guest desires to be interviewed and/or otherwise contribute material provided by Guest for inclusion in Podcast and acknowledges the benefits to Guest of the opportunity for media exposure;

NOW THEREFORE, for good and valuable consideration, including but not limited to media exposure and attribution, the receipt and sufficiency of which is hereby acknowledged, Podcast and Guest hereby intending to be legally bound, agree as follows:

1. Guest represents and warrants that Guest is under no restriction in providing Guest's appearance and all comments, narratives, name, image, likeness, and other materials, if any, (the "Guest Contributions"), and Guest is free to enter into this Agreement. Guest understands and agrees that they will receive no monetary compensation for the Guest Contributions and that the potential opportunity for exposure and attribution provided by Podcast is sufficient consideration to bind this Agreement.
2. Guest hereby irrevocably grants Podcast the right to record and distribute reproductions of Guest's voice and performance as part of the media program produced by Podcast and further provides to Podcast an irrevocable, perpetual, worldwide, non-exclusive, license to use, display, copy, reproduce, create derivatives of, and otherwise incorporate the Guest Contributions into any of Podcast's business creations, promotional materials, or any other works of Podcast in exchange for the agreed upon attribution by Podcast when Guest Contributions are included.
3. Guest acknowledges and agrees that Podcast is the sole owner of all materials related to Podcast, including but not limited to, all Podcast broadcasts and Podcast is the author thereof, and Guest is providing the Guest Contributions as a 'work made for hire' pursuant to 17 USC § 101, *et seq*, for all purposes and to the extent that any such Guest Contributions or portion thereof that should ever be deemed not a 'work made for hire' by a court of competent jurisdiction, Guest hereby irrevocably transfers all copyright interest in such Guest Contribution or portion thereof to Podcast. Podcast, as the author and/or owner of such materials, possesses the unfettered right to use, exploit, and distribute the Guest Contributions in any manner.
4. Nothing in this Agreement is to be construed to obligate Podcast to use or incorporate any Guest Contributions or portion thereof into any media production and Podcast retains all artistic discretion to use the Guest Contributions as it sees fit, if at all. Podcasts agrees that it shall not use Guest name and likeness as an endorsement for any product or service unless Guest specifically provides such endorsement as part of the Guest Contributions (but it may advertise and promote Guest's name and likeness as appearing in the Podcast media).

5. Guest represents and warrants that all Guest Contributions will be free from material misinformation and be the true and accurate opinions of Guest or generally accepted fact of the medical community. Podcast shall provide usual and customary disclaimers as part of its Podcast production, but Guest retains all liability in connection with the opinions or facts contained within the Guest materials and agrees to indemnify Podcast for any negligent inclusion of opinion or fact that leads to any damages. Guest hereby releases Podcast and discharges Podcast from any and all liability arising out of or in connection with Podcast's media use of any Guest Contributions and Guest waives all manner of claims or remedies.

GUEST ACKNOWLEDGES THAT GUEST HAS CAREFULLY READ THIS RELEASE, WAIVER AND LICENSE AND FULLY UNDERSTANDS ITS TERMS. GUEST IS AWARE THAT THIS AGREEMENT INCLUDES A WAIVER AND A RELEASE OF LIABILITY.

For Guest:

Name (print):

Date

For Podcast:

Name (print):

Date