

IMAGE RELEASE
(the "Release")

I _____, have agreed to participate in the production of the television program currently entitled "The Voice" (*working title*) (including any and all cycles thereof) or otherwise (collectively, the "Program") currently being produced by Finnmax LLC ("Producer"). I understand and acknowledge that I will not receive any monetary compensation for my appearance on or otherwise in connection with the Program, or for the exercise of any other rights granted by me herein, including but not limited to the use in television, the internet, wireless devices, and any other media whether now known or hereafter devised. As consideration for the possibility of appearing in the Program and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree as follows:

1. **Permission to Use Name and Likeness:** I hereby consent to the recording, use and reuse of my name, likeness, voice, personality, image, and any other indicia of my identity (collectively, "Likeness") by Producer and any television network, channel or station, program service, platform, internet portal or website, and any other broadcaster, exhibitor or distributor of the Program, (collectively, "Exhibitor"), the direct and indirect parents, subsidiaries, affiliated and related entities of each of the foregoing and the officers, directors, shareholders, joint venturers, members, agents, representatives, attorneys, employees, contractors, successors, assignees, licensees, financiers and distributors of each of the foregoing (collectively, "Producer and Distribution Entities"), in and in connection with the Program including without limitation in the production, broadcast, distribution, exhibition, publishing, and/or other exploitation of the Program, and in advertising, marketing, publicity and promotion for the Program and all ancillary products (e.g., merchandise) and ancillary, allied or subsidiary exploitation in connection with the Program, and in connection with Producer and Distribution Entities and/or their affiliated services or otherwise (collectively, the "Distribution and Advertisements") throughout the universe, in any and all media, now known or hereafter devised, and in an unlimited number of times in perpetuity.

2. **Restriction on Publicity/Confidentiality:** I understand and agree that all publicity in connection with the Program is under the sole control of the Producer and Distribution Entities and their licensees. I agree that I must not myself, or authorize others to on my behalf or otherwise: (a) publicize, advertise or promote my appearance on the Program by any means whatsoever, including without limitation the Internet, social media, radio, television or print media, (b) receive or generate any monetary advantage or any other consideration from my appearance or participation in the Program, or (c) use or disclose to any party any Confidential Information or trade secrets obtained or learned as a result of my participation in the Program. For the purposes hereof, "Confidential Information" includes without limitation, any and all information regarding the Program (including without limitation the identities of participants in the Program or on-air talent, events which take place as part of the Program, the potential or actual location(s) and nature of certain challenges, tasks and other events in the Program, and the outcome or contents of any episode of the Program), as well as Producer's operational methods and manner and methods of television production and otherwise conducting business. I acknowledge and agree that any disclosure of such Confidential Information by me in violation of this paragraph constitutes a material breach of this Release and will cause Producer and Distribution Entities substantial and irreparable injury. In addition, and irrespective of the adequacy, availability, or award of monetary damages, I agree that in the event of such disclosure in violation of this Release, Producer is entitled to seek, among other things, (a) injunctive relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me, (b) recovery or disgorgement of the monies or other consideration received in connection with such disclosure, if any, and (c) recovery of Producer and Distribution Entities' attorneys' fees incurred to enforce this paragraph.

3. **Performance/Interview Release:** I hereby grant Producer and Distribution Entities and each of them the irrevocable and perpetual right and license to make video and/or sound recordings of me, my Likeness and my appearance on the Program, including without limitation any and all performances, poses, compositions, stories (whether factual or fictional), songs, statements, or actions made by me, whether written, spoken, sung, or otherwise expressed by me, or information given by me whether in any interview or otherwise (collectively, my "Performance"), and the perpetual right to use these photographs, films, tapes and video and sound recordings (collectively, the "Recordings"), as well as my Likeness and/or any portion thereof, regardless of whether or not I am recognizable, in and in connection with the Program and the Distribution and Advertisements throughout the universe, in any and all manners, formats and media now known or hereafter devised. I acknowledge that the Recordings may be made by way of open or hidden microphones and/or cameras. The Program or any part thereof (including without limitation my Likeness and/or Performance) may be edited, cut, added to, adapted, dubbed, modified and/or rearranged at Producer's sole and absolute discretion. Without limiting the foregoing, I acknowledge and agree that Producer may juxtapose any part of the Recordings with any other part of the Recordings in the Program, and alter the sequence of events or of any information presented in the Recordings and the Program, including without limitation the order of any questions posed and/or answers given in the Recordings and the Program. I acknowledge and consent to the fact that the use of my Likeness and/or Performance in the Program may be embarrassing and/or defamatory to me and/or may portray me in a false or negative light. Notwithstanding the foregoing, I acknowledge that Producer is not obligated to use my Likeness and/or my Performance in any way or to include my Likeness and/or my Performance in the Program. I hereby waive unconditionally and irrevocably throughout the universe the benefit of doctrine, principle or any provision of law known as "Droit Morale" or "moral rights" or similar law, doctrine or principle, however denominated, now or hereafter prevailing in any part of the world, to the maximum extent permitted by any such applicable law, doctrine or principle.

4. **Ownership of Materials:** Producer shall be the sole owner of all rights of every kind and nature in and to the Recordings and all contents thereof, including without limitation the results and proceeds of my Performance and any other services I render pursuant to this Release (collectively, the "Results and Proceeds"), in all media now known or hereafter devised, throughout the universe in perpetuity, including without limitation, all rights of copyright (and all renewals, extensions and restorations thereof), trademark and all other intellectual property rights now known or hereafter created, and all allied, ancillary, subsidiary and derivative work rights, and the right to use the Results and Proceeds as part of the Program, in any and all manners, versions, formats and media, whether now known or hereafter devised. Without limitation of the foregoing, Producer owns, exclusively and in perpetuity, throughout the universe, all motion picture rights, all television rights (including, without limitation, live, pay, cable, satellite, and Program television rights), prequel, sequel and remake rights, music publishing rights, literary publication rights, videocassette and video disc or laser disc rights, soundtrack album rights, merchandising rights, theme park rights, stage play rights, interactive cable rights, internet site rights, so-called "wireless" rights, multi-media cable rights, digital rights, and computer-assisted media rights (including without limitation, CD-ROM, CD-I, and other similar disc systems, internet, interactive media and multimedia) or any other devices or methods now existing or hereafter devised, and promotional and advertising rights (including without limitation, novelizations, printed synopses and excerpt rights and the right to broadcast, over radio, television, internet and all other media, advertisements with respect to productions produced hereunder) in connection with my Performance, any other services performed by me hereunder, and/or the Program, and any versions thereof (collectively, the "Rights"). I acknowledge that the Results and Proceeds are being specially ordered or commissioned by Producer for use as part of a motion picture or other audiovisual work and are considered a work made for hire for Producer and, therefore, Producer is the sole author and copyright owner thereof for all purposes throughout the universe in perpetuity. If for any reason any or all of the Results and Proceeds are not deemed a work made for hire, I hereby assign all rights in and to such Results and Proceeds and the Rights to Producer throughout the universe in perpetuity. All rights granted to Producer hereunder (including without limitation all of the Rights) vest immediately without reservation, limitation or condition and remain vested whether this Release expires or is terminated for any reason.

5. **No Compensation:** I understand and acknowledge that my appearance on the Program and in the Distribution and Advertisements does not fall under the jurisdiction of any SAG or AFTRA agreements. My appearance and participation in any aspect of the Program is not a performance, and I am not portraying any role or part or taking direction as a performer, but am appearing as myself. My appearance on the Program and in the Distribution and Advertisements is as a non-performer only, is not employment, and does not entitle me to wages, salary or other compensation under any collective bargaining agreement or otherwise. Nothing herein contained is deemed to constitute an employment relationship, joint venture or partnership between me and Producer, nor am I deemed Producer's agent or representative for any purpose.

6. **Release of Claims; Indemnity:** I represent that any statements made by me during my appearance are true, to the best of my knowledge, and that neither they nor my Performance will violate or infringe upon the rights of any third party. I and my representatives, heirs, successors and assigns hereby absolutely, unconditionally and forever release and discharge the Producer and Distribution Entities, all other persons and entities connected with the Program, and each of their respective present, future and former, direct and indirect parents, affiliates, subsidiaries, affiliated and related entities and the principals, officers, directors, shareholders, members, agents, representatives, attorneys, employees, contractors, successors, assignees, and licensees of each of the foregoing (collectively, the "Released Parties") 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 attorneys' fees) (collectively, "Claims") arising out of, resulting from, or by reason of, the use of my Likeness and/or Performance and my participation in or in connection with the Program and the Distribution and Advertisements (including without limitation personal injury, emotional distress, infringement of copyright or trademark, invasion of rights of privacy and/or publicity, defamation and/or false/negative light). I agree to defend, indemnify and hold harmless the Released Parties and each of them from any and all Claims caused by or arising out of my participation, Performance and/or appearance in connection with the Program and the Distribution and Advertisements (including without limitation Claims arising from statements I make on the Program).

7. **Miscellaneous:** I represent and warrant that (a) I am not currently a candidate for public office and I will not become a candidate for public office until at least one (1) year after the initial broadcast or other exhibition of the final episode of the Program in which I appear; and (b) I have had the opportunity to review this Release before signing it. Any waiver of any term of this Release in a particular instance will not be a waiver of such term for the future. I acknowledge and agree that in no event will I be entitled to rescind this Release or to seek injunctive or any other equitable relief, or to interfere in any way with the development, production, distribution, advertising, promotion or other exploitation of the Program or the rights granted to Producer herein. I agree that the invalidity or unenforceability of any part of this Release will not affect the validity or enforceability of any of the remainder of this Release. This Release constitutes the entire agreement and understanding between me and Producer concerning the subject matter hereof, and supersedes and replaces any other prior negotiations, proposed agreements and agreements, written and oral, relating thereto. I understand that this Release cannot be changed or terminated except by a written instrument signed by Producer and me. This Release and the rights hereunder may be freely assigned and/or licensed by Producer, but may not be assigned in any fashion by me. This release and the rights granted herein shall inure to the benefit of Producer, Exhibitor, and their respective licensees, successors, and assigns. This Release may be signed in counterparts each of which shall be deemed an original but all of which together will constitute the Release. An electronic signature and/or facsimile or.pdf copy of a signature of a party will have the same effect and validity as an original signature. This Release is made with reference to and is governed by the laws of the State of California (but not its conflict of law rules). The parties agree that any controversy, claim or dispute between them will be submitted to final, confidential and binding arbitration before a single, neutral arbitrator in Los Angeles County, California for determination in accordance with the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) arbitration rules and procedures (including its optional appeal procedure) as the exclusive remedy. **By agreeing to this binding arbitration provision, I give up all rights to a trial by jury.**

ACCEPTED, AGREED AND EXECUTED on _____, 20__:

Signature

Name (Please Print)

Date of Birth

Contact Address (Street)

Phone Number

(City) (State) (ZIP)

E-mail Address

PARENTAL/ LEGAL GUARDIAN CONSENT (if signatory is a minor)

If signatory is not a minor, please sign above.

I represent and warrant that I am the parent(s) or legal guardian(s) of the minor whose name appears above, I acknowledge that I have read the foregoing Release and am familiar with each and all of the terms contained therein, I am satisfied that the Release 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 fully and unconditionally guarantee the performance of my child's/ward's obligations as set forth in the above Release.

ACCEPTED, AGREED AND EXECUTED on _____, 20__.

Signature of Parent or Legal Guardian

Name (Please Print)

Date

Contact Address (Street)

Phone

(City) (State) (ZIP)

E-mail Address

Relationship to Minor