



TO BE COMPLETED BY FIELD PRODUCTION TEAM:
EPISODE, SCENE or ITEM# (if known):
SHOOT DATE-SHOOT DAY: _____
RELEASE OBTAINED BY: _____
DESCRIPTION OF INDIVIDUAL & PARTICIPATION IN SCENE(S): _____

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APPEARANCE RELEASE

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and accepted, I, Dan Daly ("I", "me", "my") grant Ten100, LLC and Leftfield Pictures of NY LLC and each of their respective parents, affiliates, subsidiaries, licensees, agents, successors and assigns (collectively, "Producer"), permission to interview me and the universal and perpetual right to use, and to grant others the right to use, my name, likeness, biographical information, photographs, voice, personal characteristics, incidents in my life, and other personal identification (collectively "Likeness") as well as videotape of my Likeness and sound recordings of my voice including, without limitation, any portrayal, impersonation, or simulation of me in any way (collectively "Recordings") in any and all manner and media, now known or hereafter devised, throughout the world, for any and all purposes including, without limitation, in and in connection with the program tentatively entitled "The Fall of '87" ("Program"), and any other productions, and in connection with any related advertising and promotion of the Program and other productions. I hereby acknowledge that all of my actions and speech are subject to being recorded (and being included in the Recordings for all purposes hereunder) and that at all times during the taping process that some Recordings may be made using microphones and/or cameras which are at a distance and not immediately apparent. I agree that Producer may create and include in the Program such actual or fictional incidents, scenes, situations, dialogue, events, characters, names, biographical information and other material as Producer may, in Producer's sole discretion, consider proper or necessary and Producer are free to edit, change and dub any recordings of me with any other material (for any purpose, including without limitation, for humorous or satirical effect), as Producer determine in Producer's sole discretion.

I hereby represent and warrant that: (i) all the statements I have made to Producer and/or make on the Program are true; (ii) I knowingly and voluntarily assume all risks associated with my participation in the Program; (iii) I will not violate any rights or, cause any injury or damage to, any party or any party's property; (iv) I will not be entitled to any additional consideration as a result of the exercise of the rights granted herein; and (v) Producer may rely upon this release in producing, distributing and exploiting the Program and any other production.

I acknowledge and agree that Producer will be the exclusive owner of the results and proceeds of the Recordings (including, but not limited to, all rights of ownership and all rights of copyright and copyright renewal therein) in all forms of media throughout the world in perpetuity. As such, I expressly waive any and all moral rights I may have in connection with my appearance in the Program. Producer shall not be under any obligation to actually use my Likeness or the Recordings or to include the same in any program or production. I acknowledge that the Recordings are Producer's sole and exclusive property and Producer shall be entitled to all rights of ownership and all rights of copyright and copyright renewal therein in and to the Recordings. I acknowledge that the rights granted herein shall inure to the benefit of Producer, and each of Producer's respective parents, subsidiaries, affiliates, agents, licensees, successors and assigns, and such rights are freely assignable by Producer (specifically the broadcasting network).

I hereby release, waive, hold harmless and forever discharge Producer and each of Producer's respective parents, subsidiaries, affiliates, agents, licensees, employees, representatives successors and assigns from and against: (i) any liability based on any personal property, residual, re-use or other right which I may have by virtue of any such use of the Recordings, my Likeness, or related clips in which I appear, or as a result of the exhibition, telecast or distribution of the Program, any portion thereof or in connection with advertising and promotion for the Program; (ii) any claim arising out of any of my acts or statements made in connection with the Program (including but not limited to defamation, invasion of privacy, and any intentional or unintentional acts or omissions); (iii) any claim or damage on account of personal injury to me, including but not limited to, my consumption of alcoholic beverages during the Recordings, bodily injury, lost wages, loss of employment and infliction of emotional distress; and (iv) any claim for further consideration or compensation for the Program or the rights granted hereunder (including, but not limited to, Producer's failure to use the Recordings in the Program or include my name, likeness or information therein, or the manner in which Producer recorded or used my name, likeness or information in the Program or any advertisements or promotion related thereto). Before appearing on the Program, I have been advised of the Program format and I have no objections to such format.

I agree to keep strictly confidential any nonpublic information related to Producer and each of Producer's respective parents, subsidiaries, affiliates, agents, licensees, employees, representatives, successors and assigns disclosed to or obtained by me at any time from any source concerning or relating to the development, production, distribution and/or exploitation of the Program, except as expressly authorized in advance by Producer or as required by law or until such time such information is no longer considered confidential. I understand and agree that my intentional disclosure of such information may cause Producer irreparable harm and may entitle Producer to pursue and obtain any and all types of relief from me.

I shall not be entitled for any reason to terminate or rescind this release nor to enjoin, restrain or otherwise impair the exercise of any of the rights and privileges granted or to be granted to Producer hereunder, nor to restrain, enjoin or otherwise impair Producer's property or assets, or the development, production, exhibition and/or exploitation of the Recordings, or any advertising, publicity or promotion in connection therewith.

In signing this release, I acknowledge that I have the full, complete and unrestricted right, power and authority to fulfill my obligations hereunder and to grant the rights provided herein, and that I have not accepted and will not accept any money or other compensation from any third party to mention any person, product, service, trademark or brand name, as part of my appearance on the Program. If I am or have been a member of any performing arts union or guild, I hereby acknowledge and agree that my appearance on the Program does not constitute a performance, and that I am not entitled to any salary, wages or other similar compensation for such appearance. All travel I undertake before, during and after the taping of the Program will be at my sole risk and expense.

This release contains the entire understanding of the parties hereto relating to the subject matter herein. I have read this release prior to signing it and I understand its contents. I hereby acknowledge and agree that in the event of any dispute arising out of this release, my appearance on the Program or in connection with the production, distribution or exploitation of the Program, I will first submit in writing to Producer the details of my claim or dispute arising out of this release, my appearance on the Program, or any other use of any material in any media. Producer shall then have the absolute right and option, by giving notice to me within ten (10) business days after receipt of my notice, to require that the matter be resolved by binding arbitration in New York, New York before a single arbitrator acting under rules of, and appointed by the American Arbitration Association. If Producer does not elect to enter into arbitration, I may commence a legal action if I choose, but solely for monetary damages and solely in the State or federal courts located in City, County and State of New York. In the event any such arbitration or legal action is commenced, I hereby acknowledge and agree that the laws of the State of New York shall govern.

Print Name: Dan Daily
Signature: *Dan Daily*
Address: 4410 Churchman Ct.
Alexandria VA 22310
Date: 6-18-14
Telephone: 301-578-0346
Email: threeddaily@aol.com

PRODUCER
Print Name: _____
Signature: _____
Title: _____
Date: _____

IF PARTICIPANT IS UNDER EIGHTEEN YEARS OF AGE: I represent and warrant that I am the parent or guardian of the minor whose name appears above. I am entitled (together with the other undersigned person, if any) to the sole care, custody and control of my child/ward. 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 Producer and the Companies, their parent and affiliated entities, and licensees, successors, and assigns from any claims and 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: _____
Print Name: _____
Signature: _____
Print Name: _____

Date: _____
Telephone: _____
Date: _____
Telephone: _____