

Cherokee-Sports, LLC.  
P.O. Box 429  
Spring Hill, TN 37174

Programming/Publication: For Office USE ONLY

Artist/Guest: \_\_\_\_\_

Performance: \_\_\_\_\_ MOS: \_\_\_ Interview: \_\_\_\_\_

Producer: \_\_\_\_\_ Date: \_\_\_\_\_

Hazardous Activity: Yes \_\_\_ No \_\_\_

**GUEST/PERFORMER RELEASE**

This release is made to allow Cherokee Sports ("Cherokee Sports" or "you") to include me as a guest performer in a production and/or publication tentatively entitled 09 Turkey/Video Stimulus (the "Programming/Publication"). I am giving the release in consideration for Cherokee Sports allowing me to participate as a guest performer in the Programming/Publication and I recognize that my signature on this release is a condition of your permitting me to be a guest on or a performer in the Programming/Publication or both. I agree that you may tape and photograph me and record my voice and conversation including quotes, paraphrases, sounds, and any performance of musical composition(s), for use in and in connection with the Programming/Publication (the "Performance"). I also understand and agree that this Programming/Publication is a non-guild production and there will be no residual or any other type of payment due in connection with my Performance.

I agree that you shall be the exclusive owner of all copyright and other rights in and to the Programming/Publication and Performance and will be able to use them forever and throughout the world, and to license others to use them, in any manner you wish and in any and all media now known or hereafter discovered or developed.

I further agree that you may use and license others to use the Performance or excerpts there from, and my name, voice, likeness and any biographical facts which may have been provided to you, in the Programming/Publication, and in any related or derivative versions and/or uses of the Programming/Publication (including, without limitation, any serialization(s), translation(s) and/or adaptation(s) thereof), and in the advertising, marketing and promotion of the Programming/Publication and/or Cherokee sports in all media, including but not limited to merchandising of the Programming/Publication, its related products and/or Cherokee sports. I confirm that, to the best of my knowledge any statements made by me during the Performance will be true and will not violate or infringe upon any third party's rights.

I agree that, at no cost to you, I have secured, or will secure (and/or will arrange with any respective publisher and/or third party owner to secure) all rights, including synchronization rights necessary for you to use any musical composition(s) contained in the Programming/Publication, but only with respect to composition(s) I own, control, wrote and/or co-wrote, in addition to any composition(s) I perform in connection with the programming/Publication. Notwithstanding the foregoing, nothing in this release shall affect my right, or the right of any authorized publisher or co-writer, to collect public performance royalties.

Complete for hazardous activity: I am volunteering to engage in the following activity(ies) in connection with the Programming/Publication. I acknowledge and fully understand that the foregoing is/are hazardous activity [ies].

I hereby agree not to sue and irrevocably and unconditionally remise, release, waive and forever discharge Cherokee Sports, its parent and related companies, subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, 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 I (or my assigns, agents and/or representatives) 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 Event, the Programming/Publication, the Performance, and/or my decision to perform the Event. I further agree in the event I bring a claim or lawsuit in violation of this agreement, I shall be liable for any attorneys fees and costs incurred by Cherokee Sports in connection with such claim or lawsuit.

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

(PRINT) NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

(FOR USE BY PARENT OR GUARDIAN OF GUEST UNDER 18 YEARS OF AGE): I represent that I am a parent/guardian of the minor named above and I agree that the grant and release contained therein binds us and said minor to all of the terms thereof.

\_\_\_\_\_ Parent or Guardian \_\_\_\_\_ Date