

Consent and Release

“1000 Words Documentary”

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby irrevocably grant to Oration Nation LLC ("Producer") and to its licensees, assigns, and other successors-in-interest all rights of every kind and character whatsoever in perpetuity in and to my performance, appearance, interview, name and/or voice and the results and proceeds thereof (the "Performance") in connection with the documentary project (the "Picture") currently entitled "1000 Words", currently intended to be produced as a multi-part series or feature film being developed and/or produced by Producer, and I hereby authorize Producer to photograph and record (on film, tape or otherwise), without limiting the foregoing, the Performance and any interviews of me related to the Picture including time spent at school and home, activities in which I participate (including speech and debate), events, time spent at work (if applicable), and time spent with friends and family members; to edit same at its discretion and to include it with other material, including the performance(s) of others and with sound effects, special effects and music; to incorporate same into the Picture or other program or not and to add to, subtract from and otherwise change the Picture and/or my Performance; to use and to license others to use the Performance and such recordings and photographs in any media whatsoever, including without limitation unrestricted use for purposes of publicity, advertising and sales promotion; and to use my name, likeness, photograph, quotations, voice, biographic or other information concerning me in connection with the Picture, and all advertising, marketing and promotion for the Picture in all media and formats in perpetuity. I further acknowledge that the Producer owns all rights, including all copyright rights, in and to the Picture and the results and proceeds of services rendered in connection herewith and that I provide such services as a "work for hire" under the copyright law.

I hereby irrevocably release and discharge Producer from and I hereby waive any and all claims, actions and causes of action I have or may have (whether or not known) against Producer and its assigns, licensees and successors, including but not limited to all privacy, publicity, defamation or other claim(s) arising out of or in connection with the Picture and/or the use of my Performance. I hereby waive, to the fullest extent permitted by law, the provisions and benefits of Section 1542 of the California Civil Code, which statute provides in full:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor."

Accordingly, I acknowledge that the general release herein given shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

I understand that the Picture may be distributed and exploited in all media and formats throughout the world in perpetuity. I hereby consent to all such uses and exploitation of the Picture in any and all media, now known or hereafter discovered, throughout the world in perpetuity and I acknowledge that I will not be entitled to receive any payment(s) in connection with any such distribution, exploitation, publication or use of the Picture.

I hereby agree to not participate in any non-fiction (*e.g.*, non-scripted documentary, *etc.*) motion picture, television or web series about speech & debate in any media until twelve (12) months after the initial exhibition of the picture.

I acknowledge and agree that the Producer shall have the full right of approval and discretion over the content of the Picture and that I will not have any right of inspection or approval of the Picture. The Producer shall have no obligation to actually exploit the Picture or to use my Performance in or in connection with the Picture. I represent and warrant that I have the full right, power and authority to execute this Agreement and I am over eighteen years of age. I acknowledge and agree that this agreement and all rights and releases contained in this agreement may not be revoked and that the Producer shall have the right to freely assign this agreement in whole or in part to any third party.

In the event of any breach by Producer hereunder, you agree that you shall be limited to your right to recover damages, if any, at law, you hereby waive all injunctive and other equitable remedies, and in no event shall you have the right to interfere with, enjoin, prevent or impede the development, production, distribution, advertising, and/or exploitation of the Picture or any other production based upon the Picture.

[Signature Page Follows]

***NOTICE: DO NOT SIGN THIS RELEASE BEFORE YOU READ IT IN ITS ENTIRETY AND UNDERSTAND ALL OF THE ABOVE PROVISIONS.**

(Name)

(Signature)

(Date)

(Address)

(Phone)

(Address Cont'd)

(E-mail)

IF UNDER EIGHTEEN YEARS OF AGE, THE SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED BELOW.

I represent that I am the _____ of _____, the above-named Releasor. I have read and I fully understand all of the terms and conditions in the foregoing Consent and Release form. For value received, I hereby consent to the foregoing on his/her behalf.

(Name)

(Signature of Parent/Guardian)

(Date)