

## **INTERVIEWEE PERFORMANCE RELEASE**

The Producer (as defined below and signed) is creating an audio podcast (the Podcast) as below defined. The Podcast involves the preservation of an interview and performance in audio sound recording, on below defined date, of the Interviewee Performer (as defined below and signed below). The Interviewee Performer is willing to participate in the Podcast as testified by his/her signature below.

The Producer and Interviewee/Performer parties agree as follows:

The Interviewee Performer understands and agrees that the interview and Performance (including any audio recording, photography, transcription and other elements of the interview and Performance), will be held by Producer, may be made available for commercial or non-commercial purposes, including Internet, webcasts, podcasts, streaming video, publication or any media, as Producer may determine in its sole discretion. This may include quotation from, publication or broadcast of interview and performance material, in whole or in part, in live or recorded programs, on the Internet, on the radio or other forms of electronic or print publishing or distribution.

The Interviewee Performer hereby releases and holds harmless the Producer and its agents from any and all liability or claims in connection with and arising out of the Podcast or the interview and Performance, including but not limited to claims for invasion of privacy, right of publicity violation, copyright or trademark infringement, slander, libel, or misappropriation.

The Interviewee Performer hereby grants, assigns, and transfers to the Producer a world-wide, perpetual, nonexclusive, royalty-free license to use, in whole or in part, all of the rights, including all literary, publicity and property rights, to publish in any media, language or technology now known or later developed, to duplicate, remix, edit or otherwise use and dispose of the recorded and/or transcribed Interview or Performance.

The Interviewee Performer further agrees that:

--The Producer may edit, reproduce, adapt or otherwise use the interview and performance or any part thereof either alone or in combination with other material including text, images, animation, graphics and video.

--The Interviewee Performer shall have no copyright or other rights to the recorded interview and performance or derive any benefits. However, he/she retains the right to use the content of the interview and performance in other venues.

--The Interviewee Performer waives any right to inspect, review or edit the interview and performance for use in the Podcast.

--The Producer shall have no obligation to use the interview and performance in the Podcast or in any other project.

--The Producer may use the name, image, or voice of the Interviewee Performer in connection with the Podcast.

The Interviewee Performer warrants and represents that he/she has obtained any necessary permissions for use of any copyright-protected/trademarked material used as part of the interview and performance. Copies of signed releases pertaining to these permissions are herein attached.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

Podcast Information and Description:

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Producer:

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Signature

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Printed Name

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Address

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Telephone

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Date

Interviewee and Performer:

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Signature

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Print Name

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Address

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Telephone

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Date

If the person signing above is under 18 years old, the signature of a parent or guardian is required.

I \_\_\_\_\_ certify that I am the parent or guardian of the minor signing above and consent without reservations to the release agreement signed by him or her.

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Parent/Guardian Signature

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Parent/Guardian Printed Name

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Parent/Guardian Date