

APPEARANCE CONSENT AND RELEASE AGREEMENT

Name Affiliation (if applicable): _____

Program Sunseeker Media's 4Reel 48 Hour Film Festival & International Music Conference

Capacity: Artist Band – Instrument: _____ Background Singer _____ Dancer _____ Other _____

I, the undersigned, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and without further consideration, do hereby irrevocably grant SUN SEEKER FIM AND MEDIA INC, including, but not limited to, its parent, subsidiaries and affiliate companies (including Sunseeker Film & Media and International Music Conference) and its parent, subsidiary and affiliate companies, and their licensees, directors, employees, officers, successors, assigns, contractors, agents and those for whom they are acting (collectively "SUNSEEKER"), my consent and the absolute, unrestricted right and permission to: (i) record and tape my performance, appearance, interview, or digital communications/content displayed by me on social networking and/or messaging-type services (individually and collectively referred to as "Appearance") made or created in connection with the above-referenced program tentatively entitled 4Reel 48 Hour Film Festival and (ii) copyright, record, reproduce, broadcast, distribute, edit, publish, exhibit, disseminate, couple and use in any way throughout the universe and in perpetuity, the audio and/or visual portions of any videotape, film, pictures, negatives, prints, photographs, stills or other recordings of the Appearance, and any reproduction thereof, including the right to publish and perform master recordings featuring my voice for use through any medium or media now known or hereafter devised including, but not limited to, television (including, but not limited to, free, pay, pay-per-view, cable, broadcast, subscription, video on demand, near video on demand, interactive, satellite or community), non-theatrical television (including, but not limited to, hotels, institutions, military establishments, embassies, in-flight and on other transportation vessels), radio (including, but not limited to, digital/satellite and terrestrial radio), the Internet, wireless transmission, broadband, theatrical release, home video release (by way of any device now known or hereafter devised), digital transmissions to any interactive digital downloading and streaming media (including, but not limited to, CD-ROM, recordable DVD, and QR codes), and for advertising, publicity, promotion, trade, programming or any other lawful purpose whatsoever related thereto. I hereby further grant SUNSEEKER the right to use my name, likeness, and/or biography, taken from the Appearance or otherwise, in promotional materials of any kind in connection with the Program, and SUNSEEKER's other program/promotional services. The foregoing rights and permissions shall be exercisable in whole or in part, at the sole discretion of SUNSEEKER. I hereby agree that SUNSEEKER is the sole owner of the results and proceeds of the Appearance and I waive any interest I may have in and to the copyright in connection therewith.

I hereby agree to waive any right that I may have to inspect or approve any finished product, derivatives thereof, or any other subsequent uses made of the Appearance or Program by SUNSEEKER pursuant to this Appearance Consent and Release.

I hereby acknowledge that I have secured, or will secure at no cost to SUNSEEKER a: (i) master recording license for SUNSEEKER to use any or all of the master recordings featuring my voice, conversations and sounds that are broadcast or performed in connection with the Program; and (ii) synchronization license for SUNSEEKER to use any or all of the musical compositions owned in any way, or written or co-written by me, that are broadcast or performed in connection with the Program. I agree to indemnify SUNSEEKER from any and all claims made in connection with its use in reliance on said licenses.

I acknowledge that SUNSEEKER is not a signatory to any union, guild, or collective bargaining agreement that governs this Program and that no payments by SUNSEEKER are due or will be due to myself or to any third party, including unions or guilds, resulting from my performance, appearance or interview in connection with the Program.

I hereby release, discharge and agree to defend and hold harmless SUNSEEKER, from any liability, loss, damage, (including consequential), costs, loss of services, claims, including, without limitation, any claim alleging libel, defamation, invasion of any right of privacy or publicity, personal injury, wrongful death, property damage or expenses (including without limitation, attorneys' fees and costs) arising from or related to the contents, production, broadcast or use of the Appearance, or use of any portrait, picture, recording (audio or visual) of me, or of any scene or sequence in which my likeness appears. I specifically agree to indemnify, defend and hold SUNSEEKER harmless from any liability arising or resulting from my actual and or alleged statements and/or actions made in connection with the Appearance.

I hereby acknowledge and agree that the terms of this Appearance Consent and Release are and shall be kept confidential. Accordingly, I agree that I shall not disclose the terms and provisions to any person or entity (excluding my legal and/or financial advisors, and their respective authorized agents and representatives) not a party hereto. I acknowledge and agree that any such disclosure may cause SUNSEEKER irreparable injury and damage to SUNSEEKER for which SUNSEEKER shall be entitled to seek and obtain injunctive or other equitable relief. The granting of such equitable relief shall not be construed as a waiver of any other rights of SUNSEEKER in law or equity.

By signing below, I hereby warrant that I am age eighteen (18) or older and have the power and right to grant the rights herein granted. I acknowledge that I have read and understand this Appearance Consent and Release prior to signing it and agree to the terms herein. If the undersigned is the representative (legal representative, parent or guardian) of the person named above, by signing below you represent and warrant that: (i) you are the authorized representative of person named above, (ii) you have the authority and right to bind the person named above to all of the terms and conditions set forth herein, (iii) you agree to such terms and conditions on behalf of the person named above, and (iv) you will indemnify and hold SUNSEEKER harmless from and against any claims challenging the authority of the undersigned to grant such rights for the above-named person. This Release may be executed by manual or facsimile signature, each of which shall be deemed an original.

Print Name: _____ Signature: _____ Date: _____ D.O.B: _____

Street Address: _____ City: _____ State: _____ Zip Code: _____ Phone: _____

Signature of parent/guardian (if under 18) or other representative required below.

By: _____
Print Name and Title (if applicable) Representative/Parent/Guardian Signature Date D.O.B