

PERSONAL RELEASE

Print Name: _____

Dated as of _____, 2017

1. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, I irrevocably authorize **ONE HLWD KY LLC** (“Company”) to make use of my appearance in connection with that motion picture project currently titled **“THE PRAYER BOX”** (the “Picture”), to be produced by Company.

2. I understand that I may be filmed, videotaped and/or photographed, and any such films, videotapes and photographs may include my name, voice and/or likeness. I understand and agree that Company has and shall retain in perpetuity the right to copyright, use, license others to use, edit, alter and otherwise exploit all or any portion of any resulting films, videotape(s) and/or photograph(s) or any reproduction(s) thereof, and any materials (including, without limitation, any films, photographs or videotapes, which may contain performances of works that are original to me) submitted by me in any manner or medium (including, without limitation, any and all forms of television regardless of the means of transmission and the internet), whether now known or hereafter devised, for any purpose and for an unlimited number of times, in perpetuity, throughout the universe, without compensation, except as specified herein and/or to the extent prohibited by law. Without limiting any of the foregoing, the results and proceeds of my services hereunder, including without limitation, all material composed, submitted, added, created, or interpolated by me hereunder (hereafter the “Work”), which I acknowledge may have been or may be rendered in collaboration with others, are a work-made-for-hire, specifically ordered by Company. I hereby further acknowledge that all of the Work is the sole property of Company for any and all purposes whatsoever. Notwithstanding the foregoing, I hereby assign and/or grant all rights, including all exclusive exploitation rights, of every kind and nature (including any and all copyrights and neighboring rights, to the extent such assignment is allowed by law) in and to such Work to Company. All rights to such Work are owned by Company solely and exclusively, for the duration of the rights in each country and area and space, in all languages, and throughout the universe. I am aware and hereby acknowledge that new rights to the Work may come into being and/or be recognized in the future, under the law and/or in equity (hereafter the “New Exploitation Rights”), and I intend to and do hereby grant and convey to Company any and all such New Exploitation Rights to the Work granted by me hereunder. I am also aware and do hereby acknowledge that new (or changed) technology, uses, media, formats, modes of transmission and methods of distribution, dissemination, exhibition or performance (hereafter the “New Exploitation Methods”) are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting the Work. I intend and do hereby grant and convey to Company any and all rights to such New Exploitation Methods with respect to the Work. I hereby agree to execute any document Company deems in its interest to confirm the existence of the preceding and to effectuate its purpose to convey such rights to Company, including without limitation the New Exploitation Rights and any and all rights to the New Exploitation Methods. I also agree to allow Company, and its assignees or licensee to use my contribution, photograph, film footage, and biographical material in connection not only with the Picture, but also in any advertising, marketing or publicity for the Picture and in connection with any ancillary products associated with the Picture and/or derivative works of the Picture and/or material on which the Picture is based, without compensation, except as specified herein and/or to the extent prohibited by law. I hereby irrevocably assign to Company (or irrevocably waive, in the event such assignment is not possible) any and all “moral rights” or similar law or rights. I hereby waive any right of inspection or approval of my appearance or the uses to which such appearance may be put. I acknowledge that Company will rely on the permissions granted herein and I hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

3. To the maximum extent permitted by law, I agree that I will never sue Company, or any other third party because: (a) Company did not take or use photographs or videotape of me, (b) Company did not use any of the Work, (c) Company did not use my name or information about me, (d) I do not like the manner in which Company and/or its licensees or assignees took or used the photographs or videotape, or (e) I do not like the manner in which Company and/or its licensees or assignees used my name or information about me, or what is said about me. I expressly acknowledge that the Picture as produced may contain footage, dialogue, opinions, expressions and/or other materials which are of a controversial nature, and I hereby consent to my involvement in the Picture as set forth herein.

4. (a) I represent and warrant that (i) the results and proceeds of my services hereunder are and shall be original and unique with me in all respects; (ii) neither the results and proceeds of my services hereunder nor any part thereof are taken from or based upon any other material except material wholly owned by me; (iii) the results and proceeds of my services hereunder do not and will not violate or infringe upon the trademark, trade name, copyright, patent, literary, dramatic, musical, artistic, personal, civil or property right or any other right of any person or entity. (b) I further represent and warrant that I understand that it is a federal offense, unless disclosed to Company prior to broadcast, to: (i) give or agree to give any member of the production staff and/or anyone associated in any manner with the Picture anything of value for arranging for my appearance in the Picture; or (ii) accept or agree to accept anything of value to promote any product, service or venture on the air, or use any prepared material containing such a promotion where I have received consideration for it. I acknowledge that I am aware that it is Company's policy not to permit the acceptance or payment of any such consideration and that any such acceptance of payment shall constitute a material breach of this Personal Release. In accordance therewith, but not as limitation thereon, I expressly represent that I have not accepted or paid, and I agree not to accept, pay or agree to accept or pay, any such consideration.

5. I hereby release Company from any and all claims, demands, or causes of action, which I and/or my heirs, successors, or assignees may now have or hereafter acquire by reason of Company's exercise of the rights herein granted. I hereby waive any and all claims of defamation and "false light", violation of rights of privacy and/or publicity, and/or any other rights of a similar or dissimilar nature in connection with the exploitation of any such photographs and/or recordings produced in accordance with this Personal Release, and I hereby agree not to assert any claim of any nature whatsoever against any party related to the subject matter hereof, including, but not limited to: (i) damages caused by "acts of God" (such as, but not limited to injuries from natural disasters); (ii) damages caused by acts of terrorism or war; (iii) infliction of emotional distress (whether allegedly intentional or negligent); (iv) trespass (to property or person); (v) breach of an alleged contract (whether the alleged contract is verbal or in writing); (vi) allegedly deceptive business or trade practices; (vii) copyright or trademark infringement; (viii) violations of Section 43(a) of the Lanham Act; (ix) prima facie tort; (x) fraud; (xi) tortious or wrongful interference with any contract or business of mine; and (xii) any claims arising out of my viewing of any sexually-oriented activities or material. In such regard, I waive any rights I may have under California Civil Code Section 1542 which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." I, being aware of said code section and such similar laws, hereby expressly waive any rights I may have thereunder, as well as under any other statutes or common law principles of similar effect existing under California law.

6. I hereby agree to and do hereby indemnify and hold harmless Company from and against any breach of this Personal Release by me and/or any claim, action, proceeding, and/or demand brought, maintained, prosecuted or made by or through me and from and against any and all loss, cost, damage and/or expense incurred by Company in connection therewith, including, but not limited to, attorneys' fees and costs.

7. I hereby acknowledge and agree that I shall not directly or indirectly issue or permit the issuance of any publicity or disclose any information concerning this Personal Release, my involvement with the Picture, the results and proceeds of my services under this Personal Release, the Picture, Company, Company's business or production methods, any cast or crew member, or any financier or other individual involved with the Picture, without Company's prior written approval in each instance. I agree not to take any unauthorized photographs or copy any material for any use whatsoever. I agree not to give any interviews or authorize any publicity relating to the Picture or my services thereon without Company's express permission. For the avoidance of doubt, it is agreed my confidentiality and publicity restrictions hereunder shall apply to any and all media whatsoever, including, without limitation, any social networking site, micro-blogging service, online forum, personal website or blog, or user-generated or user-uploaded content website (e.g., Facebook, Twitter, Google+, Instagram, etc.).

8. I acknowledge that Company may be incurring substantial sums in reliance on the permissions granted herein and I shall in no event be entitled to rescind or terminate this Personal Release or any of the rights granted hereunder, or to seek same, or to interfere with, restrain, enjoin or otherwise impair the development, production, exhibition, distribution, promotion, advertising or other exploitation of the Work and/or Picture, or any other productions, or the use of any photographs, recordings or other materials produced hereunder, and my sole remedy in any or all cases and in connection with any claims shall be an action at law for actual monetary damages, if any.

9. I understand that Company shall be under no obligation to actually use my name, voice, and/or likeness in any manner in the Picture or any other production.

10. I acknowledge that I am not relying upon any promises or statements made by anyone about the nature of the Picture or the identity of any other participants or persons involved in the Picture.

11. The terms and conditions of this Personal Release shall be interpreted and governed by California law applicable to contracts entered into and to be wholly performed in California without reference to choice of law rules. The parties consent to the jurisdiction of the State of California in the City and County of Los Angeles. Any dispute arising hereunder shall be resolved solely through binding arbitration conducted in Los Angeles, California under and pursuant to the commercial arbitration rules of the American Arbitration Association (“AAA Rules”). The parties hereby expressly waive any and all rights to appeal, or to petition to vacate or modify, any arbitration award issued in a dispute arising out of this Personal Release. Each party hereby irrevocably submits to the jurisdiction of the state and federal courts for the County of Los Angeles in connection with any petition to confirm an arbitration award obtained pursuant to this Paragraph. The prevailing party in such arbitration shall be entitled to recover its attorneys’ fees and costs incurred in connection with such arbitration. Any award shall be final, binding, and non-appealable. The parties agree to accept services of process in accordance with the AAA Rules. The arbitration will be confidential and conducted in private, and will not be open to the public or media. No matter relating to the arbitration (including but not limited to, the testimony, evidence or result) may be (i) made public in any manner or form (ii) reported to any news agency or publisher (iii) disclosed to any third party not involved in the arbitration.

12. This Personal Release may be executed and delivered by facsimile or other electronic transmission and/or by PDF signature

13. This Personal Release shall be binding upon me and my heirs, successors, licensees and assignees forever and shall be freely assignable by Company. This Personal Release sets forth the entire understanding of the parties and may not be modified except by a writing signed by me and Company.

IF THE UNDERSIGNED IS UNDER 18 YEARS OLD, PARENT/GUARDIAN MUST EXECUTE THE PARENTAL / GUARDIAN CONSENT ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

Name: _____
(Please Print) Signature

Address: _____

City/State/Zip: _____

Phone # _____ Date

PARENTAL/GUARDIAN CONSENT

[TO BE EXECUTED IF CONSENTING PARTY IS A MINOR]

In order to induce Company to enter the foregoing agreement, I represent and warrant that I am the parent or guardian of the above-signed minor, _____ (“Minor”). I have read the foregoing Personal Release and am familiar with all of the terms and conditions thereof and I consent to its execution by the Minor. I agree that neither I nor the Minor will revoke or disaffirm the foregoing Personal Release at any time. I agree to indemnify and hold Company and its successors, licensees and assignees harmless from and against any and all claims, liabilities, costs or expenses, including attorneys' fees and costs which may arise from the breach or alleged breach by the Minor or me of the foregoing Personal Release or this consent.

Signature of Parent/Guardian

Name of Parent/Guardian
(please print)

Street address

City State Zip

Phone: (____) _____

Mobile: (____) _____