

Release Form – Performer Agreement (the “Agreement”)

Vidsy Challenge:

Creator:

Video Title:

In full and final consideration of the creator listed above (the “Creator”, which expression shall be deemed to include the Creator’s successors in title, licensees and assigns including Vidsy Media Limited (“Vidsy”) and its successors in title, licensees, assigns, affiliates, customers and sub-licensees) offering Performer (as defined below) the opportunity to appear in and/or contribute to the above named Video, the Creator and Performer agree to enter into this Agreement as of the date indicated below, as follows;

- Performer consents to appear in and/or contribute to the Video, the nature and content of which has been fully indicated to Performer.
- Performer hereby assigns to the Creator (by way of present assignment of present and future rights) with full title guarantee all rights, title and interest in and to the Performer’s contribution to the Video (the “Contribution”) and all the products and materials arising out of the Contribution to hold throughout the world for the full period of copyright. Creator shall have an absolute and exclusive right to use and display Performer’s likeness and performance as contained within the Video for any and all purposes and in any and all media channels, now known or hereafter devised and may assign these rights to any third party.
- Creator shall be the absolute owner of any and all photographs, film, video and other materials (and all rights therein, including the copyright) produced pursuant to this Agreement including in the Contribution and the Video. Performer further agrees that Creator may use Performer’s name, photograph, voice and/or likeness in any manner and with whatever copy they choose in connection with the Contribution or the Video, although Performer acknowledges Creator is not obligated to use the same. Performer agrees the Creator shall have the unfettered right to deal with the Contribution and the Video, or any part of them, in any way that it thinks fit. Performer understands there is no obligation on Creator to exploit or use the Contribution or the Video.
- Performer waives, for the benefit of Creator, all moral and like rights which may now or in the future vest in Performer in respect of the Contribution or the Video.
- Performer acknowledges that the consideration granted in this Agreement constitutes good and sufficient consideration in respect of the consents and rights granted under this Agreement. Performer agrees that it shall, if required by Creator, execute all further agreements needed to ensure that all rights granted pursuant to this Agreement fully vest in Creator and that Creator holds all consents required for its full use of the Contribution and the Video.
- Performer acknowledges that Creator has the right to change, modify, edit, add to, delete, transform, combine with other material or manipulate Performer’s Contribution, performance, name, likeness, movements, voice and sound effects in its absolute discretion in connection with its exercise of its rights under this Agreement.
- Performer hereby releases Creator from any and all claims, demands and liabilities of any kind or nature whatsoever arising out of this Agreement. Performer acknowledges and agrees that in the event of any breach or failure to comply with this Agreement by Creator, Performer’s only remedy will be an action in law for damages, if any, actually suffered by Performer. In no event shall Performer be entitled to receive injunctive or equitable relief or to enjoin or restrain the exploitation of the Contribution or Video.

- Performer warrants that: (i) the Contribution shall not contain anything which is an infringement of copyright or any other third party rights or which is obscene or defamatory; (ii) that Performer has the right to grant the consents and assign the rights expressed to be granted or assigned under this Agreement; and (iii) the Contribution has not been previously published, distributed or otherwise exploited. Performer shall indemnify the creator against all claims, damages and losses arising as a breach of Performer's warranties under this Agreement.
- Performer represents that by signing this Agreement and Release, Performer fully intends to be legally bound to the terms stated within or, if Performer is under the age of 18 years, this Agreement and Release is being signed by Performer's parent or legal guardian who represents his/her agreement to the terms stated within and that Performer will be legally bound to such terms.
- Performer acknowledges that the production and challenge is non-union and holds the Creator harmless for any claims relating to hiring the Performer on that basis.
- This Agreement constitutes the entire agreement between the Performer and the Creator.
- This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

Date

Signature of Performer

Performer Full Name

Email

MUST BE COMPLETED IF PERFORMER IS UNDER 18 YEARS OF AGE

I represent that I am the parent or legal guardian of the minor who has signed the above Agreement, and I hereby agree that the said minor and I will be bound thereby.

Signature

Print Name

PARENT/LEGAL GUARDIAN