

New Remote Productions Inc.

Program/Project Title: _____
Artist/Guest Name: _____
(check one) Performance: ___ Interview: ___ MOS: ___
PRODUCER: _____ DATE: _____

GUEST/PERFORMER RELEASE

This release is made to allow New Remote Productions Inc. ("RPI") to include me as a guest performer in a production and/or publication tentatively entitled _____ (the "Programming"). I am giving this release in consideration for RPI allowing me to participate as a guest performer in the Programming and I recognize that my signature on this release is a condition of RPI permitting me to be a guest on or a performer in the Programming or both. I agree that RPI may tape and photograph me and record my voice and conversation including quotes, paraphrases, sounds, and any performance of musical composition(s), for use in and in connection with the Programming (the "Performance"). I also understand and agree that this Programming is a non-guild production and there will be no residual or any other type of payment due in connection with my Performance. Notwithstanding anything to the contrary contained herein, to the extent that I am rendering any musical performances in connection with the Programming and I am currently a party to an exclusive recording agreement in effect with a record company with which RPI (and/or any of its affiliates) has negotiated certain terms and conditions that are applicable to any such musical performances, this release shall be subject to such applicable terms and conditions, unless otherwise authorized by the Record Company. In the event of a conflict between the terms of this release and the terms of any agreement between RPI (and/or any of its affiliates) and my Record Company, the terms of the agreement between RPI (and/or any of its affiliates) and my Record Company shall control.

I agree that RPI shall be the exclusive owner of all copyright and other rights in and to the Programming, the Performance, and any excerpts therefrom, and will be able to use them forever and throughout the world, and to license others to use them, in any manner RPI wishes and in any and all media now known or hereafter discovered or developed. Notwithstanding the prior sentence, RPI shall not commercially release any audio or audiovisual products intended for home consumer use which embody any performance of musical compositions in the Performance, without RPI obtaining any necessary approvals that may be required by my record label, if applicable.

I further irrevocably agree that RPI may use and license others to use my name, voice, likeness and any biographical facts which may have been provided to RPI, in connection with the Programming, and for advertising, publicity, marketing, promotional and commercial tie-in purposes in connection with the Programming and/or any other works based upon the Programming, all allied ancillary and subsidiary rights therein and thereto (including, without limitation, merchandising and commercial tie-in rights), or any other use of the Programming, as well as in or in connection with promotional materials for MTVN, its programming services, affiliates and sponsors, other MTVN programs and for the institutional purposes of the cable industry generally, in all media now known or hereafter devised. I confirm that, to the best of my knowledge any statements made by me during the Performance will be true and will not violate or infringe upon any third party's rights.

I agree that, at no cost to RPI, I have secured, or will secure (and/or will arrange with any respective publisher and/or third party owner to secure) all rights, including, without limitation, synchronization rights necessary for RPI to use any musical composition(s) written, co-written and/or performed by me that is contained within the Programming, to the extent that I control such rights. Notwithstanding the foregoing, nothing in this release shall affect my right, or the right of any authorized publisher or co-writer, to collect public performance royalties.

Complete only for hazardous activity:

I am volunteering to engage in the following activity (ies) in connection with the Programming scheduled to take place on _____ at _____ (the "Event").

I acknowledge and fully understand that the foregoing is/are hazardous activity (ies).

I represent and warrant that all information I am providing to RPI on this release is valid, true and accurate, and that I have (or will concurrently provide) to RPI a legible photocopy of my valid driver's license, passport or other acceptable government-issued photo identification for RPI's verification and record-keeping purposes. I hereby agree not to sue and irrevocably and unconditionally release, waive and forever discharge RPI, its past, present and future parents, subsidiaries (whether or not wholly-owned), affiliates, divisions, agents, representatives, employees, successors and assigns, jointly and individually (hereinafter collectively referred to as "Releasees"), from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which I (or my assigns, agents and/or representatives) ever had, now has, or in the future may have against the Releasees, including, but not limited to claims arising out of or related to the uses described herein, the Event, the Programming, the Performance, and/or my decision to perform the Event. I further agree that I shall be liable for any attorneys' fees and costs incurred by RPI in connection with any claim or lawsuit brought in violation of this agreement. In no event shall I have the right to enjoin the development, production or distribution or exploitation of the Programming. RPI may transfer and assign this agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction. This release shall be binding on all of my successors-in-interest and heirs. This agreement sets forth the entire agreement between me and RPI with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties. This agreement shall be governed by the laws of the State of New York. The parties hereto agree to submit to jurisdiction in the State of New York.

SIGNATURE: _____ Date: _____

(PRINT) NAME: _____

LIST ALL PRIOR NAMES, ALIASES, PROFESSIONAL/STAGE NAMES, ETC.: _____

DATE OF BIRTH: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: _____

TYPE OF ID CHECKED: _____

COPY OF ID RECEIVED: ___ YES ___ NO IF NOT, GIVE REASON _____

[THIS INFORMATION IS BEING OBTAINED AND WILL BE MAINTAINED SOLELY FOR LEGALLY-MANDATED RECORD-KEEPING PURPOSES.]

FOR USE BY PARENT OR GUARDIAN OF GUEST UNDER 18 YEARS OF AGE: I represent that I am a parent/guardian of the minor named above and I agree that the grant and release contained therein binds us and said minor to all of the terms thereof.

Signature of Parent or Guardian: _____ Date: _____

