



GOLF CHANNEL

Golf's Home.

GOLF'S AMAZING VIDEOS

PERSONAL RELEASE AND GRANT OF RIGHTS [TO BE COMPLETED BY PERSON(S) WHO APPEAR AND/OR WHOSE VOICE CAN BE HEARD IN VIDEO]

In consideration of one or more of the following, such as the time and resources you expend in evaluating the "Video" (as defined below) submitted to you and in which I (hereinafter "I" or "me" will include "we" or "us" respectively), for possible inclusion in Golf Channel programming (including, without limitation, the Program tentatively titled "Golf's Amazing Videos"), my desire to gain exposure for myself and/or the Video, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I irrevocably grant to TGC, Inc., its affiliates, licensees, successors and assignees (collectively, "you," "your") sole and exclusive ownership of all right, title and interest in and to the Video, regardless of the medium or method used to submit the Video to you, and each element contained in the Video, including, without limitation, all copyright and other intellectual property rights therein or thereto, as well as all original materials created by me which are incorporated therein, including, without limitation, all audio and visual material, artwork, dialogue, music and musical compositions, literary material, etc., and all of my Personal Rights (as defined below) contained therein (the "Video").

Without limiting the foregoing grant of rights, I understand and agree that my grant to you also includes the exclusive right, license and permission to freely utilize and exploit the Video (and/or any portions thereof) in any manner. In addition I grant you the right to use my name, voice, likeness, biographical information, appearance and performance in and in connection with the Video and/or the Programs, as "Programs" is defined below (collectively, the "Personal Rights"). My grant to you includes use of my Personal Rights and any use you may make of the Video, including, without limitation, any use of the Video in and/or in connection with the Golf Channel Program tentatively titled "Golf's Amazing Videos" and/or any other program(s), format(s), production(s), commercials, commercial tie-ins, product endorsements, product merchandising and/or merchandising of any kind, whether or not related to "Golf's Amazing Videos" and also includes, without limitation, the right to use the Video and the Personal Rights to publicize, advertise and promote any and all of the Programs and/or broadcaster's or other applicable exhibitor's or transmission entity's respective programs, products or services, including transmission by satellite and over the Internet (collectively the "Programs") in any and all media, whether now known or hereafter devised, throughout the universe in perpetuity and in any and all advertising, publicity and promotion relating to any of the foregoing (all of the foregoing, collectively, "Commercial Rights"). I also understand and agree that you may sell, assign or license your rights hereunder (in whole or in part) to any third party in your sole discretion and without providing any further consideration to me.

I am aware and acknowledge that new or changed rights and technologies, uses, media, modes of transmission, distribution, dissemination, exhibition or performance are being developed and will continue to be developed, discovered or recognized in the future, which may offer or create new rights and opportunities to exploit the Video and

the Personal Rights (the "New Exploitation Rights"). I hereby grant and convey to you, without reservation, any and all New Exploitations Rights in and to the Video and to the Personal Rights, regardless of whether or not I am currently aware of or can foresee such uses.

I understand that you have not promised nor given any indication that I will receive any prize or other compensation or as to whether or not the Video or any portion thereof, is or will be included in any Program(s) or otherwise utilized, or that any portion of the Personal and/or Commercial Rights are or will be in any way exploited.

Further, I agree that the Video may be cut, edited, modified, added to, subtracted from, arranged, rearranged, shortened and revised for any reason and in any manner which you may in your sole discretion determine, including without limitation, for reasons including for content, presentation and time, and to the extent decided by you in your sole discretion, if at all, you may also add or modify the sound effects, music, voices, including host voiceovers and/or other elements of the Video, and you may use, adapt and modify the Video and/or the use of the Personal Rights or any portion or element of the foregoing and combine it with other materials in any Program(s).

I hereby release, discharge and hold harmless you, your affiliates, employees, officers, principals and directors your licensees, grantees, successors and assignees, the Program(s) distributors, their respective parent, subsidiary and affiliated entities, and the respective officers, directors, employees and representatives of any of the foregoing (collectively "Releasees") from and against any and all claims, whether at law or in equity, that I may have at any time (whether or not I am aware of any such claims), including, without limitation, claims for breach of contract, infliction of emotional distress, defamation, false light, common law or statutory misappropriation, invasion or other violations of any actual or purported right of privacy and/or publicity, and claims under equivalent federal or state laws arising from the exploitation of any or all of the rights granted to you hereunder, including, without limitation, the rights to the Video, the Commercial Rights and the Personal Rights (collectively, the "Released Claims"). The Released Claims shall include, without limitation, any claim relating to, arising from or in connection with: (i) any use, exploitation or exercise of any right(s) granted hereunder (ii) any contest and/or sweepstakes and/or the operation and/or procedures implemented in connection with any such contest and/or sweepstakes, including without limitation, contest rules, voting procedures, contestant and voter eligibility, determinations of the judges, audiences and/or producers, selection of winners, the awarding of any prize, disqualification decisions, any prior or disparate exposure of the Video or other videos competing for any award or prize, and any and all other matters in connection with any contest and/or sweepstakes; (iii) the public dissemination and/or distribution of the Video including, without limitation, any claim resulting from the piracy or other unauthorized distribution, duplication and/or display of the Video by third parties; (iv) the loss of the Video and/or the failure of the Video to be properly or timely displayed to the public for any reason including, without limitation, whether as a result of technical difficulties, equipment failure, inadequate capacity, system overload, excess traffic, human error, malicious actions or for any other reason whatsoever; and/or (v) the negotiation or execution of this agreement, including but not limited to, any claims based upon allegations of duress, undue influence or the like.

I understand and agree that all rights I may have under Section 1542 of the California Civil Code and any similar law of any state or U.S. territory, any similar federal law, or any similar common law or principle of similar effect, are hereby expressly waived. I acknowledge and understand that said section reads as follows:

"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 acknowledge that I may hereafter discover claims in addition to the ones released in this agreement, and I hereby expressly release you from any such unknown and/or unsuspected claims.

I understand that nothing shall require you to include myself, anyone affiliated with me or the Video in any Program or to broadcast or otherwise exhibit the Program(s) in any media and that all such matters are within your sole discretion. I acknowledge that, in the event of a breach of this agreement by you or any third party, the damage, if any, caused to me thereby will not be irreparable or otherwise sufficient to entitle me to seek or obtain injunctive or other equitable relief. I acknowledge that my rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and I will not have the right to enjoin the production, exhibition, distribution or any other exploitation of the Programs, the Video or any allied rights granted herein with respect thereto, nor to revoke or otherwise impair any of the rights granted to you herein.

I represent and warrant that I, the undersigned, am in fact the individual appearing in the Video and that the Video does not fall under the jurisdiction of the Screen Actors Guild, the American Federation of Television and Radio Artists, the Directors Guild of America, the Writers Guild of America, or any like theatrical, motion picture or television union or guild.

I represent and warrant that if the events in the Video purport to be SPONTANEOUS AND NOT STAGED, they were in fact spontaneous and not staged. If the events in the Video are not spontaneous or were staged, please describe the circumstances surrounding the events in the Video:

I represent and warrant that I have not violated and will not violate any provisions of Section 507 of the Federal Communications Act which makes the acceptance of payment of money or other consideration for the inclusion of matter in a program a criminal offense in violation of Section 507.

I hereby agree to indemnify, defend and hold you and your affiliates, your licensees, grantees, successors and assignees, the Program(s) distributors, their respective parent, subsidiary and affiliated entities and the respective officers, directors, employees and representatives of each of the foregoing entities, companies, and organizations and any and all other related person(s) or entity(ies), harmless against any and all losses, claims, debts, demands, liabilities, attorneys' fees and expenses, and all other damages or costs arising from or related to: a) any breach of the representations or warranties made herein or the falsity of any of such representations or warranties, including, without limitation, any and all claims by third parties that their signature(s) has or have been forged or otherwise obtained by any improper means; b) the use by Releasees of any of the rights and permissions I have granted herein; and, c) any act or omission by me in connection with my submissions or application for or an appearance in the Program.

I understand and agree that you may assign your rights hereunder in whole or in part to any person, firm or corporation, and such rights may be assigned again by any assignee thereof. I understand and agree that I may not grant or purport to grant to any third party the rights granted to you under this Release. This Release will be governed by and construed under and in accordance with the laws of the State of Florida. I hereby consent and agree to the exclusive jurisdiction of the federal and state courts of the State of Florida located in Orange County, in connection with any lawsuit, action or proceeding arising out of or related to this agreement, the use of the Video, and/or to any rights granted hereunder.

I agree to execute any additional documents which you may from time to time submit to me to evidence, establish, maintain, protect, enforce or defend your exercise and full exploitation of any of the rights I have granted herein including without

limitation, your right, title and interest in and to the Video or any portion or element thereof.

This agreement constitutes the entire understanding between you and me, and supersedes all prior negotiations, understandings and agreements, whether written or oral, pertaining hereto and cannot be modified except in a written document signed by you and me. Any waiver of any term of this agreement in a particular instance shall not be a waiver of such term for the future. If any provision, term or condition of this agreement is held invalid or otherwise unenforceable, the validity and enforceability of the remaining provisions, terms and conditions shall not be impaired thereby. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively.

I declare under penalty of perjury under the laws of the State of Florida and of the United States that all statements made by me in this agreement are true and correct, that the name below is my legal name, and that the signature below is my legal signature.

I understand and am bound by all terms contained in this agreement. Further, I understand that you would not further evaluate the Video without this agreement and that should you include the Video or any portion thereof in any Program(s) or exercise any other rights granted hereunder, you will be doing so in reliance on this agreement.

Signature of Performer 1: _____

Address: _____

Email Address: _____

Telephone Number: _____

Date Signed: _____

Signature of Performer 2 (if applicable): _____

Address: _____

Email Address: _____

Telephone Number: _____

Date Signed: _____

Signature of Performer 3 (if applicable): _____

Address: _____

Email Address: _____

Telephone Number: _____

Date Signed: _____



GOLF CHANNEL

Golf's Home.

GOLF'S AMAZING VIDEOS

**PERSONAL RELEASE AND GRANT OF RIGHTS
[TO BE COMPLETED ONLY IF PERSON APPEARING AND/OR WHOSE
VOICE CAN BE HEARD IN VIDEO IS UNDER 18 YEARS OF AGE]**

NAME OF CHILD: _____ (**"Minor"**) **CURRENT AGE:** _____

I represent and warrant that I am either: (i) the parent (with sole or shared custody, as applicable) or (ii) the legal guardian of the minor child (the "Minor") whose name appears above and that I have the legal capacity to enter into irrevocable, binding agreements on behalf of the Minor. The Minor and I, both individually, and, additionally, I, on behalf of the Minor and as the Minor's parent or legal guardian, agree to be bound by all of the provisions of this agreement. As a material part of the consideration inducing you to enter into the foregoing agreement with Minor for use of the Video and the possible benefits arising therefrom, I do hereby: ratify and approve each and all of the terms, conditions, rights, indemnities, releases and obligations contained in the agreement; agree to attempt to secure and to do nothing directly or indirectly to hinder or prevent the full performance thereof by the Minor; consent to the use of Minor's name, likeness, and voice as provided in the agreement, in and in connection with the production, distribution, exhibition, exploitation and promotion of the Program; and irrevocably guarantee and warrant that Minor will not disaffirm or disavow the agreement on the grounds that Minor is a minor at the date of the execution thereof, or on any other similar grounds.

This guarantee shall be applicable as well to any modification, amendment, extension, renewal or substitution of the agreement, and to the agreement as modified by any waiver. If Producer elects to seek Court approval of this agreement, I, in consideration of the execution of the agreement by the Producer, further agree to cooperate with Producer to secure the approval, by a Court of competent jurisdiction, of the agreement. I agree to indemnify and hold the Releasees (as defined in the agreement) harmless from and against any and all claims, liabilities, costs or expenses, including reasonable attorneys' fees which may arise from the breach or alleged breach by Minor or me of the foregoing.

Signature of Parent/Guardian: _____

Address: _____

Email Address: _____

Telephone Number: _____

Date Signed: _____