

APPEARANCE WAIVER AND RELEASE FORM

(“Production”)

NAME: _____

ADDRESS: _____

(City, State, Zip/Postal Code)

PHONE: _____ E-MAIL: _____

I hereby grant to DETROIT PUBLIC TELEVISION FOUNDATION (“DPTV”) its successors, sublicensees and assigns the worldwide, perpetual, irrevocable, royalty-free, fully-paid up right to use my image, likeness, voice, biography, name and performance/composition all in connection with the Production or any derivative thereof, for all purposes and in any manner whatsoever and in any media now known or hereinafter invented. Without limiting the generality of the foregoing, I agree that you may tape and photograph me, and record my voice, conversation and sounds, including any performance of any musical composition(s), during and in connection with my appearance and that you shall be the exclusive owner of the results and proceeds of such taping, photography and recording with the right, throughout the world, an unlimited number of times in perpetuity, to copyright, to use and to license others to use, in any manner, all or any portion thereof or of a reproduction thereof in connection with the Production or otherwise. For purposes of clarity, I expressly waive any and all moral rights I may have in connection with my appearance.

Without limiting the foregoing, I acknowledge that the foregoing grant authorizes DPTV to edit and reformat the Production and my performance/composition therein in its sole discretion and that DPTV may use, in perpetuity, and authorize others to use, such recording in any video footage, analog or digital, throughout the world for duplication, distribution, all multimedia uses, television and radio broadcasts and rebroadcasts, cable, direct broadcast satellite, theatrical and nontheatrical exhibition, pay-per-view, video-on-demand, video dialtone, audiovisual/school/ home use, in any production or derivative work, and to license, market, and distribute in any medium or forum including without limitation, print, online, video/audio streaming, DVD and CD-ROM.

I further agree that you may use and license others to use my name, voice, likeness and any biographical material concerning me which I may provide, in any and all media and in the promotion, advertising, sale, publicizing and exploitation of the Production and/or otherwise and ancillary products (e.g., merchandise) in connection with the Production and in connection with DPTV or DPTV'S affiliated services, throughout the world in all media, an unlimited number of times in perpetuity. I further represent that any statements made by me during my appearance are true, to the best of my knowledge, and that neither they nor my appearance will violate or infringe upon the rights of any third party.

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 you will rely on this permission potentially, at substantial cost to you and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

I hereby waive and forego any compensation in connection with my appearance in the production, the foregoing grant of rights, or their subsequent exercise; and I hereby release DPTV from, and covenant not to sue DPTV with respect to, any and all claims or liabilities arising from or related to the Production. The federal and state courts of Michigan shall have exclusive jurisdiction over all disputes arising from or related to the foregoing rights, this Agreement or the Production.

SIGNATURE: _____ DATE: _____

I am a parent (or guardian) of the minor who has signed this release and consent and I hereby agree that I and the said minor will be bound by all the provisions contained herein.

SIGNATURE: _____ DATE: _____

(Print Name of Guardian): _____

DETROIT PUBLIC TELEVISION
FOUNDATION