

## **APPEARANCE RELEASE**

**For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby grant, in perpetuity, to the company listed in Exhibit A attached hereto, and by this reference, fully incorporated herein, including its parents, affiliates, subsidiaries, licensees, successors, designees, agents, and assigns (collectively, “Producer”), the right to use my name, image, likeness, voice, conversation, sounds, biographical data and/or material, and editorial comments concerning me (collectively, my “Appearance”) in and in connection with that certain project, as described in Exhibit A (“Project”), as follows:**

I agree that Producer shall have the right to create and capture audiovisual, audio-only, visual-only, and literary works, including the production of video and/or audio tapes, photographs, films, and/or recordings of and from my Appearance (the “Content”) by any method of recording. I agree that no consideration shall be due to me for the use of my Appearance, and Producer shall not be obligated to pay me or any third party any consideration whatsoever, regardless of the time or method of any use of the Content.

I agree that Producer shall forever own all rights, title and interest, including copyright, in and to the Content and the results and proceeds of such Content, and shall have the irrevocable right to use, and license others to use and sublicense, the Content, in whole or in part, an unlimited number of times, in all languages, in all media whether now known or hereafter devised, anywhere in the Universe in connection with all forms of exploitation, including, without limitation, advertising, sale, promotion, marketing, merchandising, and distribution of the Project, other projects, or other products and/or services, including, without limitation, direct or indirect endorsements. Producer shall have the right to edit the Content in any manner or form, and I waive any right to inspect or approve of any use of the Content, including droit moral or moral rights, if any.

I hereby release, discharge, and hold harmless Producer from all claims, demands, or causes of action (whether known or unknown) that I may have, including, without limitation, claims based upon defamation, invasion of privacy, rights of publicity, commercial disparagement, or any other claims, demands or causes of action arising from or in connection with the creation of or use of the Content or my Appearance.

I acknowledge that by my Appearance in a Project of this nature, I may be exposed to and/or come in contact with dangerous and hazardous activities. I hereby voluntarily undertake to appear in the Project, I understand the context in which the Project is being conducted, I understand the inherent dangers associated with such activities and, I further hereby voluntarily assume any and all risks and responsibility associated with my Appearance in respect to the Project, including, without limitation, the responsibility for obtaining all desired insurance coverage. I hereby agree to defend, indemnify and hold harmless and voluntarily release, discharge, waive and relinquish any and all actions,

demands or causes of action against Producer and Project Client (as defined in Exhibit A) from any and all claims, demands, liabilities (including, but not limited to, personal injury, property damage and wrongful death), damages, expenses (including legal fees and expenses) and charges of every kind whatsoever resulting or arising from, or in connection with, directly or indirectly, the Project, whether caused by negligence or otherwise. At all times, I also represent and warrant that I will follow the instructions of the Producer with respect to safety guidelines imposed for the Project.

I represent and warrant to Producer that: (i) the consent of no other person or entity is necessary to grant the rights hereunder; (ii) neither I, nor anyone acting for me (including any Representative (as defined below)), gave, or agreed to give, anything of value to any officer, director, employee, or agent of Producer to secure my Appearance in the Project; and (iii) any statements made by me during my Appearance are true, to the best of my knowledge, and neither they nor my Appearance will violate or infringe upon the rights of Producer or any third party. I recognize that Producer is relying on my representations and warranties and the rights granted in this Appearance Release, and my breach thereof would cause Producer irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law; therefore, I hereby expressly agree that Producer shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this Appearance Release by me (or any Representative). I waive the right to revoke, and any right to injunctive or other equitable relief, which I may have in connection with this Appearance Release.

I understand I will not be paid, and therefore waive, any right, title and interest that I currently have (or in the future may have) to any royalties or any other compensation for the rights given to or exercised by Producer under this Appearance Release. I know Producer will incur significant costs and expenses in reliance upon this Appearance Release, so I will not attempt to cancel it or to revoke any of the rights granted to Producer herein. I acknowledge that I am a volunteer and that I shall not be deemed to be an employee of Producer.

I will not give or agree to give anyone directly and/or indirectly associated with the Project anything of value in exchange for my engagement in the Project. I will not accept any money, services or other valuable consideration for the inclusion of any matter in the Project or for the endorsement of any Producer or Project Client product or service in the Project. Further, I shall not visibly wear any product name or logo during the provision of my services hereunder, without Producer's and/or Project Client's prior written consent (which may be withheld or delayed, in their respective sole discretion). If Producer and/or Project Client approves, in writing, the inclusion in the Project of any logo or trademark, which logo or trademark is proprietary to myself, then I hereby grant Producer and Project Client the right to include such logo or trademark in the exhibition, promotion, advertising, merchandising and other exploitation of the Project.

All provisions hereof concerning the Content, the Project, and the potential inclusion of my Appearance in the Project, shall be kept strictly confidential by me and my Representatives. Neither I, nor my Representatives, shall issue any press releases or public statements about my Appearance, this Appearance Release, the Project and/or Producer without Producer's prior written permission (which may be withheld or delayed, in Producer's sole discretion).

Producer is not obligated to actually use my Appearance, exploit the Content, or produce the Project. This Appearance Release shall be governed by the laws of the jurisdiction where Producer's principal place of business is located, as set forth in Exhibit A (excluding conflicts of law principles), regardless of the place of this Appearance Release's physical execution and shall be binding on me and my successors, parents, licensees, legal representatives, heirs, and assigns (as applicable) (collectively, "Representatives"). I hereby submit to the jurisdiction of the state and federal courts of the county within the jurisdiction where Producer's principal place of business is located, to resolve any dispute arising out of, resulting from or in connection with, this Appearance Release. I shall not raise, and hereby waive, any defenses based upon improper venue, inconvenience of the forum, lack of personal jurisdiction, or the sufficiency of service of process. Termination of this Appearance Release, for any reason, shall not affect Producer's rights in the Content. Producer may assign its rights in the Content and/or the Project, in whole or in part, to any individual or entity, without restriction. This Appearance Release (including Exhibit A) represents the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein.

**Following this Appearance Release, and attached hereto, is the signature page to this Appearance Release and Exhibit A.**

## **SIGNATURE PAGE TO APPEARANCE RELEASE**

By signing this signature page, as of the date listed below, I hereby agree, acknowledge and accept the terms and conditions listed in this Appearance Release.

**Signature:**

A handwritten signature in black ink, appearing to read "Carlos Ramirez III". The signature is stylized with a large "C" and "R", and the "III" is written as three vertical lines.

**Name:**

Carlos Ramirez III

**Address:**

123 Test

**Date:**

02/15/18

**Phone:**

N/A

**Social Security #:**

N/A

**Photo:**



## **EXHIBIT A**

<b>Producer Name:</b>	Cetrasoft Productions LLC
<b>Producer's Principal Place of Business Address:</b>	123 Test, New York NY,
<b>Project Name:</b>	PDF Generation Test
<b>Project Client:</b>	
<b>Project Description:</b>	Test generating PDF contracts and storing in S3.
<b>Additional Details:</b>	