

**THE PACHAMAMA ALLIANCE
FILM APPEARANCE RELEASE**

For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I the undersigned (by and through my legal guardian as appropriate) hereby absolutely and irrevocably grant to **The Pachamama Alliance**, its parent, affiliated, and subsidiary companies, agents, representatives, successors, assignees, licensees and designees (collectively, "**Producer**"), throughout the world, the absolute, irrevocable, perpetual and unconditional right, but not the obligation, to use, edit, re-use and duplicate (as Producer may elect from time to time in its sole discretion) any and all still, video, film and soundtrack recordings which Producer may make or receive of me, my voice, image, likeness, appearance and performance (the "**Materials**") in connection with the entertainment project known as "**The Possible Futures Film Contest**" (the "**Project**"), in whole or in part, whether standing alone, or mixed, synchronized or in combination with other audio and/or video materials, in any manner whatsoever and at any time, including but in no way limited to use for purposes of training/instruction, or for advertising, promoting, publicizing, marketing, packaging, exhibiting, distributing and otherwise exploiting the Project (whether on physical media, online through streaming or download, theatrically, on television, or otherwise in any media now known or hereafter devised).

I hereby waive, to the maximum extent permitted by applicable law, any concepts of *droit morale* or the "moral rights of authors" with respect to any of the Materials, and I further acknowledge and agree that Producer shall have no financial commitment or obligations to me as a result of this Release or the exercise of rights under this Release, and that the rights granted hereunder are not subject to the requirements of any collective bargaining agreement. I agree to execute such further documents and instruments as Producer may reasonably request from time to time in order to evidence, effectuate or perfect the terms and intentions of this Release, and the rights granted herein.

I hereby release, indemnify and hold Producer harmless from any and all claims, demands, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or in connection with the Materials, or exercise of the rights granted in this Release, including, without limitation, any and all claims for invasion of my privacy, infringement of my right of publicity, defamation (including libel and slander) and any other personal and/or property rights, and I agree that I shall not now or in the future assert or maintain any claim against Producer.

I further agree that Producer may assign this Release and its rights hereunder to any third party, without any obligation to notify me or obtain my consent. My sole and exclusive remedy for any breach of this Release by Producer shall be an action for damages, and I hereby irrevocably waive any right to equitable or injunctive relief.

This Release shall be construed in accordance with the laws of the United States, including without limitation those contained in Title 17 of the United States Code (the Copyright Act), and of the State of California, without reference to principles regarding conflicts of law. I agree and submit to the exclusive jurisdiction of the federal and state courts located in San Francisco County, California, and hereby waive any objection to the jurisdiction of said courts, including without limitation any objection based on *forum non conveniens*.

DESCRIPTION OF APPEARANCE/MATERIALS FOR TRACKING PURPOSES:

Agreed and accepted as of _____, 20__.

Please print the following (use guardian's information if signing on behalf of a minor):

Name: _____ Email: _____

Address: _____

Phone: _____ (include area code, and country code if applicable)

SIGNATURE: _____

On behalf of _____, a minor (if applicable)

Revised March 23, 2011