



## **VIDEO SUBMISSION RELEASE**

This release ("Release") will confirm that, having the sole right to do so, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), each of the undersigned below (collectively, "I", "me" or "my") irrevocably grant to KISS Catalog, Ltd., and its subsidiary and affiliated corporations, successors, assigns and licensees (including without limitation Sixthman LTD) (collectively, "KISS"), the non-exclusive right to photograph, record, reproduce, edit, alter, modify, create derivate works of, transmit or otherwise use the names, products, trademarks, tradenames, logos, insignia, photographs, copyrighted material and/or other material(s) depicted in the "Show Us Your KISS" contest video I have submitted herewith (collectively, "Video"), in and in connection with KISS promotional materials, or as otherwise desired by KISS, without limitation as to time, territory or medium (be it now known or hereafter devised), and without compensation or liability of any kind.

I hereby grant to KISS the right, without obligation, to depict my name voice, likeness, biographical information and/or other personally identifying information (collectively, "Likeness") in any and all media, without limitation, whether now known or hereafter created, throughout the universe, in perpetuity, in connection with the Video and for any other purpose, commercial or otherwise, and all rights, title and interest therein (including all worldwide copyrights therein) shall be the sole property of KISS Catalog Ltd., free from any claims by me or any person deriving any rights of interest from me. My consent extends to minors and other persons in my care and charge. I agree not to use or permit the use by third parties of the Video for any commercial purpose, or other financial gain, personal or otherwise, including but not limited to in any media format or broadcast, or for any other use without the express written permission of KISS. In addition, I agree to sign any other documentation that KISS may request for purposes of establishing its rights to use the Video and my Likeness as contemplated herein.

**I represent and warrant that the Video adheres to the Video Content Guidelines set forth on the following page.** I also represent and warrant that the consent of no other person, firm or corporation is required to enable KISS to use and exploit the Video or my Likeness, and that such use will not violate or infringe upon the rights of any third parties. I agree to indemnify KISS from and against all claims, damages or expenses resulting from any breach of the above-stated representations and warranties. In the event of any breach, termination or cancellation of this agreement by KISS, I hereby acknowledge that my sole remedy shall be an action for damages and I irrevocably waive any right to seek or obtain equitable or injunctive relief. KISS shall be entitled to assign any or all of this Release. I hereby release KISS from any and all claims, liability, demands, actions, costs and expenses of any kind whatsoever, known or unknown, anticipated or unanticipated that I have ever had, now have or in the future may have arising out of or related to the exercise of any of the rights granted to KISS herein (including, without limitation, claims of negligence, invasion of privacy, right of publicity, libel, slander, defamation, violation of trademark rights, false light, intentional and negligent infliction of emotional distress, breach of contract, and copyright infringement). I hereby specifically waive the provisions of California Civil Code Section 1542, and all similar statutes, which provides: "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."

This Release shall be construed and enforced in accordance with the laws of the State of California governing contracts to be wholly performed in California. This Release contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by each party.

### **Accepted and Agreed:**

*[Each person appearing in, shooting, writing, editing or otherwise involved in any manner with the Video must sign below. Please use the back of this page if any additional signatures are required.]*

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## **PARENTAL CONSENT**

*[If anyone signing the Release is under the age of 18, please identify such individual(s) in the blank below and have their parents and/or legal guardians sign where indicated. A signed parental consent form must be provided for each minor.]*

The undersigned warrants that he/she/they is/are the parent(s) and/or legal guardian(s) of \_\_\_\_\_ (“Minor[s]”) and hereby ratify and approve the consent by Minor(s) contained in the Release and join in the execution of the Release on Minor(s)’s behalf. The undersigned irrevocably guarantees and warrants that the Release will not be disaffirmed or disavowed for any reason and shall defend, indemnify and hold harmless KISS from and against any and all liabilities, claims, actions, damages, expenses, losses, and costs of any kind (including, without limitation, attorneys’ fees and costs) caused by or arising out of the disaffirming and/or disavowal of the Release or attempt to do so for any reason.

### **Accepted and Agreed:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## **VIDEO CONTENT GUIDELINES**

In order for your Video to be considered, it must **NOT** contain any of the following:

1. Video clips (for example, do NOT add any film, television, or YouTube clips).
2. Non-original music of any kind (for example, do NOT add a KISS track or have one playing in the background).
3. Singing non-original songs (for example, do NOT sing or film anyone else singing any KISS songs).
4. Background television or other background video screens.
5. Posters, photos, paintings, art or illustrations of any kind unless you created them (other than your KISS memorabilia).
6. Logos, trademarks, copyrights or other intellectual property that you do not own (other than your KISS memorabilia).
7. Nudity, profanity, or false or defamatory statements.
8. Substance abuse (either illegal drugs or use of prescription drugs illegally) or underage drinking.
9. Violent, vulgar, offensive, or otherwise inappropriate behavior, speech or materials.
10. Anything else that would make you think “would this need to be blurred or cleared with the rightsholder to be shown on television?”