

Jaiya, Inc.**MEDIA CONSENT AND RELEASE AGREEMENT**

updated 10/18

Print Name: _____**Program/Event/Course:** _____

I, the undersigned, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and without further consideration, do hereby irrevocably grant Jaiya, Inc. and its parent, subsidiary and affiliate companies and their licensees, directors, employees, officers, successors, assigns, agents and those for whom they are acting (collectively, "Company"), my consent and the absolute, unrestricted right and permission to: (i) record, tape and photograph me and record my voice, conversation and sounds, including my performance, appearance, interview, or digital communications/content displayed by me on social networking and/or messaging-type services (individually and collectively referred to as "*Appearance*") made or created in and in connection with the above-referenced program/event/course ("*Program*"), and (ii) copyright, record, reproduce, license, broadcast, distribute, edit, publish, exhibit, disseminate, couple and use in any way throughout the universe and in perpetuity, the audio and/or visual portions of any videotape, film, pictures, negatives, prints, photographs, stills or other recordings of the Appearance, and any reproduction thereof, including the right to publish and perform master recordings featuring my voice for use through any medium or Company now known or hereafter devised including, but not limited to, television (including, but not limited to, free, pay, pay-per-view, cable, broadcast, subscription, video on demand, near video on demand, interactive, satellite or community), non-theatrical television (including, but not limited to, hotels, institutions, military establishments, embassies, in-flight and on other transportation vessels), radio (including, but not limited to, digital/satellite and terrestrial radio), the Internet, wireless transmission, broadband, theatrical release, home video release (by way of any device now known or hereafter devised), digital transmissions to any interactive digital downloading and streaming Company (including, but not limited to, CD-ROM and recordable DVD and QR codes), and for advertising, publicity, promotion, trade, programming or any other lawful purpose whatsoever related thereto. I hereby further grant Company the right to use my name, voice, likeness, and/or biography, taken from the Appearance or otherwise, in promotional materials of any kind in connection with the promotion, advertising, sale, publicizing and exploitation of the Program, derivative projects and ancillary products (e.g. merchandise) and in connection with Company's sales and marketing efforts, throughout the world in any and all Company now known or hereafter devised in perpetuity. The foregoing rights and permissions shall be exercisable in whole or in part, at the sole discretion of Company. I hereby agree that Company is the sole owner of the results and proceeds of the Appearance and I waive any interest I may have in and to the copyright in connection therewith. For purposes of clarity, I expressly waive any and all moral rights I may have in connection with the Appearance or otherwise.

I hereby agree to waive any right that I may have to inspect or approve any finished product, derivatives thereof, or any other subsequent uses made of the Appearance or Program by Company pursuant to this Consent and Release. Further, I acknowledge and agree that Company is not obligated to use my Appearance in the Program.

I acknowledge that Company is not a signatory to any union, guild, or collective bargaining agreement that governs this Program and that no payments by Company are due or will be due to any third party, including unions or guilds, resulting from my performance, appearance or interview in connection with the Program.

I hereby release, discharge and agree to defend and hold harmless Company and their parent companies, subsidiaries, affiliates, successors, shareholders, directors, officers, agents, employees, licensees and assigns (collectively, "Indemnified Parties") from any liability, loss, damage, (including consequential), costs, loss of services, claims, including, without limitation, any claim alleging libel, defamation, invasion of any right of privacy or publicity, personal injury, wrongful death, property damage or expenses (including without limitation, attorneys' fees and costs) arising from or related to the contents, production, broadcast or use of the Appearance, or use of any portrait, picture, recording (audio or visual) of me, or of any scene or sequence in which my likeness appears. I agree that my name, image and likeness may be used by Company in any manner whatsoever in connection with my participation or appearance herein. I specifically agree to indemnify, defend and hold Company harmless from any liability arising or resulting from my actual and or alleged statements and/or actions made in connection with the

Appearance. I shall not be entitled to seek any injunctive or equitable relief in connection with any breach or alleged breach of this Release, and my only remedy in the event of a breach shall be to seek damages. I may not enjoin, restrain or interfere with the production, promotion, distribution, exhibition or exploitation of the Program.

I hereby acknowledge and agree that the terms of this Consent and Release are and shall be kept confidential. Accordingly, I shall keep strictly confidential all information I receive relating to the Program and the content thereof until after the broadcast of the episode in which I appear (or until after the broadcast of the Program's first cycle if I do not appear in the Program). For the avoidance of doubt, **I agree not to issue any press releases or other public statements, including but not limited to, via social Company or speaking to the press about my involvement or Company's involvement in the Program, without Company's respective prior written permission. I agree not to use Company's name, logo, trademark or other proprietary mark in any manner without Company's prior written approval, as applicable.** I acknowledge and agree that disclosure breach of the foregoing may cause Company irreparable injury and damage to Company for which Company shall be entitled to seek and obtain injunctive or other equitable relief. The granting of such equitable relief shall not be construed as a waiver of any other rights of Company in law or equity.

This Consent and Release shall be governed by and construed in accordance with the laws of the Los Angeles applicable to agreements entered and to be wholly performed therein. Any proceedings held pursuant to this Agreement shall be subject to the courts of competent jurisdiction in Los Angeles, California.

This Consent and Release contains the full and complete understanding between the parties with respect to the subject matter herein, and shall supersede all other verbal or written agreements between the parties relating thereto. Until or unless a long-form agreement is entered, this Agreement shall constitute the final binding agreement between the parties and may not be modified or amended except by written instrument executed by both parties.

By signing below, I hereby warrant that I am age eighteen (18) or older and have the power and right to grant the rights herein granted and understand that Company has taken actions in reliance on my Consent and Release agreement. I acknowledge that I have read and understand this Consent and Release prior to signing it and agree to the terms herein.

If the undersigned is the representative (legal representative, parent or guardian) of the person named above, by signing below you represent and warrant that: (i) you are the authorized representative of person named above, (ii) you have the authority and right to bind the person named above to all of the terms and conditions set forth herein, (iii) you agree to such terms and conditions on behalf of the person named above, and (iv) you will indemnify and hold Company harmless from and against any claims challenging the authority of the undersigned to grant such rights for the above-named person. This Release may be executed by manual or facsimile signature, each of which shall be deemed an original.

THIS IS A LEGAL DOCUMENT WITH LEGAL CONSEQUENCES. BY AGREEING TO THESE TERMS AND CONDITIONS, YOU ARE GIVING UP RIGHTS YOU MAY OTHERWISE HAVE.

Participant's Signature

Date

Participant's Full Name (First, Middle Initial, Last)

Email address

Street Address / City / State / Zip