

HONE  
9255 Sunset Boulevard  
Suite 1100  
Los Angeles, California 90067

Dated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **APPEARANCE RELEASE & CONFIDENTIALITY AGREEMENT**

You and/or your company ("You") have been engaged by HONE ("Producer") to appear and/or participate in connection with the television program currently entitled "Jerseylicious" ("Program"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you hereby acknowledge and agree as follows:

1. **CONSENT.** You hereby consent to the recording, use and reuse by Producer, the cable exhibitor or television network exhibiting the Program and any of their respective licensees, designees, and assigns and each of their respective parents, subsidiary entities, affiliates, and the respective directors, officers, employees, agents, contractors, partners, shareholders, representatives and attorneys of each of the foregoing (collectively, "Released Parties") in any and all media, whether now known or hereafter devised, worldwide, in perpetuity, of your voice, actions, likeness (actual or simulated), name, sobriquet, picture, photograph, silhouette, appearance, and other reproductions of your physical likeness (as the same may appear in any still camera photograph and/or motion picture film or tape) and biographical information (collectively "Likeness") in and in connection with the production and exhibition of the Program and any derivative works thereof. The rights herein granted include, without limitation, all television rights, theatrical rights, home video and DVD rights, interactive cable rights, internet site rights, so-called "wireless" and mobile device rights (e.g., iPod, cellular phone, ringtones, mp3 player), digital distribution rights (e.g. streaming and download), computer-assisted media rights (including, without limitation, CD-ROM, CD-I, and other similar disc systems), and rights relating to any other devices or methods now existing or hereafter devised, with respect to the use of your Likeness in and in connection with the Program and any derivative works thereof. You agree that Producer may use all or any part of your Likeness, and may alter or modify it, regardless of whether or not You are recognizable. You further agree that Producer and/or the cable exhibitor or television network exhibiting the Program may use your Likeness in connection with any marketing, promotion, publicity, advertisement, and/or merchandising for the Program and any derivative works thereof. You understand that Producer is recording your Likeness in reliance on this consent. You acknowledge that Producer has no obligation to use your Likeness.

2. **RELEASE.** You and your representatives, heirs, successors and assigns hereby absolutely, unconditionally and forever release and discharge and covenant not to sue Producer, and the Released Parties, from any and all claims, demands, controversies, causes of action, damages, liabilities, costs (including reasonable attorneys' fees) and obligations whatsoever (including, without limitation, any defamation and/or false light claim and/or claim that such use invades any right of privacy and/or publicity) (collectively, "Claims"), whether known or unknown, arising directly or indirectly out of or in connection with the Program or any derivative works thereof and/or the recording and/or use of your Likeness.

You understand and acknowledge that your appearance on the Program does not fall under the jurisdiction of any SAG or AFTRA agreements (whether or not you may be a member of either such guild). Your appearance and participation in any aspect of the Program is not a performance, and you are not portraying any role or part or taking direction as a performer, but are appearing as yourself. Your appearance on the Program is as a non-performer only, and is not employment, and does not entitle you to wages, salary or other compensation under any collective bargaining agreement or otherwise.

3. **PUBLICITY/CONFIDENTIALITY.** You understand and agree that all publicity in connection with the Program is under the sole control of Producer and its licensees. Except as otherwise authorized in advance in writing by Producer, You will not yourself, or authorize others to, use or disclose to any party any confidential information or trade secrets obtained or learned as a result of your participation in the Program. For the purposes hereof, "Confidential Information" shall include, without limitation, the events which take place as part of the Program, the outcome or contents of any episode of the Program,

information regarding the Program's concept, format or ideas, the participant selection process, identities of participants, and any other confidential and/or proprietary information relating to the Program and/or of Producer or its assignees or licensees.

As a material inducement to Producer to engage You to appear in or to participate in the Program, You expressly agree that You shall not, directly or indirectly, verbally or otherwise, publish, reveal, disseminate, disclose, or cause to be published, revealed, disseminated or disclosed ("Disclosure") any Confidential Information to any person, firm or entity whatsoever ("Third Parties"). Without limiting the generality of the foregoing, Third Parties shall include, without limitation, individuals You come into contact with (including spouses, significant others, roommates, friends, relatives and acquaintances), as well as participants and potential participants on the Program, newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, and any other enterprise involved in the print or electronic media, including individuals working directly or indirectly for or on behalf of any of said entities.

You acknowledge Producer's substantial and valuable property rights and other proprietary interests in Producer's exclusive possession, ownership and use of the Confidential Information. You further acknowledge that any Disclosure by You to any Third Party of any Confidential Information shall constitute a serious and material breach of the terms hereof and shall constitute, among other things, a breach of trust and confidence, a misappropriation of Producer's exclusive property rights, and may constitute fraud and deceit.

The covenants made by you herein shall extend to all of your employees, agents and independent contractors, who shall be bound by the terms of this Agreement as if they directly entered into this Agreement with Producer. You shall only disclose Confidential Information to your employees, agents, and independent contractors on a "need-to-know basis" and you shall notify such individual(s) of the confidentiality obligations set forth herein.

4. **REMEDIES.** In addition to any and all other remedies available to Producer, you acknowledge and agree that any breach or threatened breach of this Release due to the unauthorized Disclosure or threatened Disclosure by You to Third Parties of any Confidential Information will cause irreparable harm to Producer and shall entitle Producer to obtain (without posting any bond), an ex parte restraining order, preliminary injunction and permanent injunction preventing the Disclosure, or any further Disclosure, of any Confidential Information.

5. **LIMITATION OF REMEDIES.** You agree that your remedies for any breach of this Release by Producer or others will be limited to damages and in no event will you be entitled to rescind this Release or to seek any injunctive or other equitable relief.

6. **CHOICE OF LAW AND FORUM.** This Release and any dispute or controversy relating to the existence, validity, meaning, interpretation, or alleged breach of this Release shall in all respects be interpreted, enforced and governed by the laws of the State of California and the exclusive forum for any such dispute shall be the state and/or federal courts located in Los Angeles County, California.

7. **MISCELLANEOUS.** You agree that the invalidity or unenforceability of any part of this Release shall in no way affect the validity or enforceability of any of the remainder of this Release. This Release constitutes the entire agreement and understanding between You and Producer concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements and agreements, written and oral, relating thereto. In the event that any provision hereof shall be invalid or unenforceable due to any law, said provision shall be modified to the minimum extent necessary to effect compliance with such law, and in any event such invalidity or unenforceability shall have no effect upon the remaining terms and condition hereof. This Release and the rights hereunder may be freely assigned by Producer. This Release is personal to You and may not be assigned by You and any assignment shall be null and void ab initio.

You represent and warrant that all information You are providing to Producer on this Release is valid, true and accurate, and that You have provided (or will concurrently provide) to Producer a legible photocopy of your valid driver's license, passport or other acceptable government-issued photo identification for Producer's verification and record-keeping purposes.

Please indicate your agreement to the foregoing by signing in the space provided below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Age (if under 18)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
City / State / Zip

\_\_\_\_\_  
Email Address

LIST ALL PRIOR NAMES, ALIASES, PROFESSIONAL/STAGE NAMES, ETC.:

\_\_\_\_\_

DATE OF BIRTH\*: \_\_\_\_\_

\* For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.

FOR INTERNAL PURPOSES ONLY:

Physical Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date & time of day

\_\_\_\_\_  
Location (be specific)

\_\_\_\_\_  
PA Initials

Consent of Parent or Guardian

[To be signed if the person signing the attached Release is under the age of 18]

I acknowledge that I have read the foregoing Release and am familiar with each and all of the terms, covenants and conditions contained therein, I am satisfied that said Release is fair and equitable, and I hereby give my express consent to the execution thereof and will not revoke my consent thereto at any time hereafter. Without limiting the foregoing, I hereby consent and grant my permission for the filming of the minor who signed the foregoing Release, whether or not I am present at the time of filming.

\_\_\_\_\_  
Parent or Guardian

\_\_\_\_\_  
Parent or Guardian

FOR INTERNAL PURPOSES ONLY:

Physical Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date & time of day

\_\_\_\_\_  
Location (be specific)