

RELEASE

In consideration of being part of Linda Perkins' project entitled "37 VIBRATIONS" (defined as a blog, book, and/or motion picture and from this point forth referred to as "Project"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, _____, hereby irrevocably grant to LINDA PERKINS and any of your successors, licensees and assigns (collectively "you") the right to use any photographs, films, stories (whether recorded verbally or as written) that you make and/or have of me. You may use my material, portrait, picture and/or voice, if you so choose, in any and all media, whether now known or hereafter devised, in perpetuity, throughout the universe in or in connection with the project currently entitled "37 VIBRATIONS" (the "Project") and the exploitation of any rights therein.

I hereby release you from all claims and demands arising out of or in connection with any use of said photographs, films or stories (recorded verbally or in writing), including, without limitation, all claims for invasion of privacy, infringement of my right of publicity, defamation and any other personal and/or property rights. I hereby agree that all literary or other material contributed or furnished by me and all of the results and proceeds of my services (hereinafter collectively referred to as the "Material") in connection with the Project, was and/or will be solely created by me as a "work-made-for-hire" specially ordered by you for use as part of the Project with you being deemed the sole author and owner thereof for all purposes throughout the universe, with the right to use and exploit the Material in all media, whether now known or hereafter devised, in perpetuity, throughout the universe, and to make all changes therein; it being understood that in the event any of the Material is determined not to be a "work-made-for-hire," then I hereby irrevocably grant, assign and vest in you, in perpetuity, along with all now known or hereafter existing rights of every kind and nature in the Material throughout the universe, with the right to use and exploit such Material in any and all media, whether now known or hereafter devised. I hereby irrevocably waive all rights of "droit moral" or any similar rights or principles of law which I may now or later have in the Material. I will at all times defend, indemnify and hold you, your successors, licensees and assigns harmless from and against any and all claims, damages, liabilities, costs and expenses, including legal fees and disbursements, arising out of any alleged breach or breach by me of any warranty, representation or agreement made by me. I understand that you are relying on the foregoing in the production, promotion, distribution and exploitation of the Project. I acknowledge that I shall not be entitled to receive any compensation. This Release shall be irrevocable and I shall have no right to enjoin, restrain or in any way interfere with the production, promotion, distribution and/or exploitation of the Project or any rights therein. In the interest of being guided by a well-developed body of law in the event of a dispute, the parties agree that this Agreement shall be interpreted in accordance with the laws of the State of New York pertaining to agreements made and performed therein, and only the State or Federal Courts located in New York County or the Southern District of New York, as appropriate, shall have exclusive jurisdiction over all disputes hereunder.

Dated: As of _____, 2013

Signature

Linda Perkins, Creator
37 VIBRATIONS

Print Name