



## **Appearance Consent and Release**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby irrevocably grant ROCKY MOUNTAIN POWER ("Sponsor") and its partners, licensees (and sublicensees), subsidiaries, vendors, affiliates, agents, representatives and assigns, all rights in and to:

1. (a) The picture and/or sound material of myself recorded by or for \_\_\_\_\_\_ [name of video creator] ("Producer"), and/or (b) any images, photographs, or other elements photographed by or for Producer or provided by myself or my representatives to Producer (collectively, the "Material"); and

2. My picture, voice, name, likeness and biographical data to publicize or advertise any audio and/or visual content containing the Material and/or the products of Sponsor.

The rights I grant herein include, but are not limited to, the perpetual, irrevocable, fully paid, royalty free, exclusive and unencumbered right to record, use, edit, reproduce, translate, distribute, publish, create derivatives of, license (and sublicense) and otherwise exhibit and exploit the Material worldwide, including excerpts, in any and all forms of media, now known or hereafter developed, including, but not limited to the Internet, digital and interactive formats, mobile/wireless, CD-ROM and on-line services, both commercial and internal networks, print media, printed transcripts, radio, and television (including, without limitation, cable television, broadcast television, interactive television (itv) and direct broadcast satellite system), or by any other means.

I hereby waive any right to inspect or approve the Material or the use to which the Material may be applied. I agree that I have no right, title or interest of any kind in the Material, and that Sponsor shall be the sole and exclusive licensee and user of the Material.

I represent that all statements, assertions and actions of mine in the Material are true and correct to the best of my knowledge and belief, and that nothing I say or do in the Material is defamatory or violative of the rights of privacy of any other person. My participation in the Material does not violate any agreement to which I am bound.

I agree to hold Sponsor and any of its licensees (and sublicensees), affiliates, and assigns and each of their respective present, future and former employees, officers, directors, agents, parents, subsidiaries, consultants, vendors and related companies (collectively, "Releasees") harmless from and against any liability based on any personal, property, residual, re-use or other right which I have or may have by virtue of any such use of my name, voice, likeness or biographical material, or as a result of the exhibition or distribution of the Materials or any portion thereof. In addition, I release Releasees and hold Releasees harmless from and against any claim arising out of any of my acts or statements made in connection with the Materials (including, but not limited to, defamation, invasion of privacy, and the like). I agree that Sponsor may assign this Appearance Consent and Release to any person or entity without limitation.

I agree that I will not have the right to seek injunctive relief to enjoin or restrain Sponsor's exercise of the rights granted in this Appearance Consent and Release. I have granted this consent and release in consideration of Sponsor's permission for me to participate in the recording of the Materials. I certify that this Appearance Consent and Release constitutes the sole, complete, and exclusive agreement between sponsor and/or Producer and myself regarding the Material and Sponsor's use thereof and that I am not relying on any other oral or written representation. I have the full right and legal capacity to sign this Appearance Consent and Release.

I am at least 18 years old: \_\_\_\_\_\_ [initial here or complete information in "Parent/Guardian Consent" below]

Signature

Date

Print Name

PARENT/GUARDIAN CONSENT

(If this Appearance Consent and Release is signed by a minor, the following must be completed by a parent or legal guardian.) I warrant that I am a parent (or legal guardian) of the minor whose signature appears immediately above, and I hereby represent and warrant that I have the authority to sign on behalf of said minor, and agree that I and the said minor will be bound by all releases, consents and covenants contained in this Appearance Consent and Release.

Signature

Date

Print Name