

***NOTE: DO NOT SIGN THIS UNTIL YOU HAVE READ IT COMPLETELY***

By signing this agreement below, you acknowledge that you have read, fully understood, and agree to this Assumption of Risk, Waiver of Liability, and Indemnification Agreement (this “**Agreement**”), and that you understand that you are giving up substantial rights, including your right to sue. You further acknowledge that you are freely and voluntarily assenting to the terms and conditions of this Agreement and intend to completely and unconditionally release COMPANY (the “**Company**”) and the other Releasees (as defined below) of all liability due to ordinary negligence or the Inherent Risks (as defined below) to the greatest extent allowed by law.

**ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

This Agreement, dated [date], 2023, is between the Company and [name] (“**Contractor**”, “**I**”, or “**me**”), in connection with that certain services agreement, of even date herewith, between Contractor and the Company (the “**Services Agreement**”), relating to Contractors Services (as defined in the Services Agreement) to the Company in connection with the reality video series currently entitled “COMPANY” (the “**Series**”).

In consideration of and as inducement to the Company entering into the Services Agreement, I am making the representations, warranties, disclosures, covenants and agreements described below.

**GRANT OF RIGHTS**

1. I irrevocably grant to the Company the right videotape, film, portray, photograph and otherwise record me and my actions in connection with the production of the Series (including, without limitation, whether I am aware or unaware of such videotaping, filming or recording). The results of anything filmed, photographed, or recorded in connection with the Series, and any reproductions or recordings of any nature of any of the foregoing, in whole or in part, shall be referred to as the “**Material**”. I hereby consent to the recording, use, and reuse by the Company and/or any of its licensees, assigns, parents, subsidiaries or affiliated entities and each of the respective employees, agents, officers, and directors (collectively “**Releasees**”) of my voice, actions, likeness, name, appearance, and biographical material (collectively, “**Likeness**”) in any and all media now known or hereafter devised, worldwide, in perpetuity, in any and all languages and markets, at any time and from time to time, whether as part of the Series or otherwise. The Material, including the copyrights and all other rights therein, shall be the sole and exclusive property of the Company, and in consideration of Company’s entering into the Services Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby grant and assign to the Company all rights of any nature in and to the Material. I agree that Releasees may use all or any part of my Likeness. The Material may be edited, cut, rearranged, adapted, dubbed or otherwise revised or modified for any such purposes by the Company in its sole discretion and I waive the exercise of any “moral rights” and “droit moral” and any analogous rights however denominated in any jurisdiction in the world. I release the Releasees from any and all liability arising out of their use of my Likeness and/or the Material. I agree not to make any claim against Releasees as a result of the recording or use of my Likeness and/or the Material (including, without limitation, any claim that such use invades any right of privacy and/or publicity and any claims based on defamation or libel or false light). I understand that neither the Company nor Releasees make any representation that such Material will or will not be used in any way. I agree that any telecast or other exploitation of the Material or any rights therein, whether as part of the Series or otherwise, will not entitle me to receive compensation, except as otherwise set forth in the Services Agreement.

**DISCLOSURES, COVENANTS, REPRESENTATIONS AND WARRANTIES**

2. I represent and warrant to Company that I have been given ample opportunity to read, and I have carefully read this entire Agreement. I have the full right, power and authority to grant the rights granted in this Agreement. I have made such an investigation of the facts pertinent to this Agreement and of all the matters pertaining thereto as I have deemed necessary, that I fully understand the contents of this Agreement, that I am of sound mind, and that I intend to be legally bound by this Agreement. I am aware that this Agreement is, among other things, a release of liability for future injuries and a contract between myself and Company, and that I am signing this Agreement of my own free will. All statements made by me in this Agreement are true.

3. The Series and actions in connection with the Series may involve or incorporate certain strenuous environmental elements and physical activity, including hazardous activities that may present physical or mental challenges or strain to Contractor, or activities that carry certain inherent risks of physical injury (“**Inherent Risks**”).

Inherent Risks are generally present in connection with the nature of the Series and cannot be eliminated completely regardless of the care and precautions taken by the Releasees. Contractor understands and acknowledges Inherent Risks include, but are not limited to: (1) contact or collision with objects or persons; (2) equipment related hazards (e.g., broken, defective, or inadequate equipment, unexpected equipment failure, imperfect environmental conditions); and (3) inappropriate or erratic behavior of the participants of the Series, including verbal or physical combativeness, or statements or actions of the participants that are disparaging, defamatory, embarrassing, sexually explicit, morally objectionable, or of an otherwise unfavorable nature. I acknowledge that the foregoing is not an exhaustive list of the risks, hazards and dangers that I may be exposed to as a result of the Series activities, and I voluntarily and freely accept and assume these and all such Inherent Risks and understand and acknowledge that the waivers, releases and indemnities in this Agreement expressly apply to these Inherent Risks. I acknowledge and understand that my performance of the Services and actions in connection with the Series may cause me to be exposed to extreme, atypical and unnatural circumstances. I further acknowledge and understand that my performance of the Services and actions in connection with the Series may lead to physical, psychological and emotional strains and pressures on me, and may carry with it the potential for death, serious physical injury, mental or physical illness and property loss.

4. I acknowledge and understand that the film, tape, audio, and other recordings that may be made of me, and the disclosure of information about me in connection with the Series may be considered an invasion of my privacy. In connection with the foregoing, I further acknowledge and agree that personal details and background information concerning me, which may include images of me, may be available to the public for viewing via the internet, mobile devices, cable, and any other means. Nonetheless, and without limiting the generality of anything in this Agreement, I hereby give my express, unconditional and irrevocable permission to the Company to fully exploit all such Material. I further understand that, in connection with the Series, I may be exposed to, or be the subject of, actions and statements of others that may be disparaging, defamatory, embarrassing, sexually explicit, morally objectionable, or of an otherwise unfavorable nature, or that may expose me to public ridicule, humiliation or condemnation. I acknowledge and agree that the Company shall have the right (a) to include any such information and any such appearance, depiction, portrayal, actions, and statements in the Series or related materials in its sole discretion, and (b) to broadcast and otherwise exploit the Series containing any such information. Without limiting the generality of any release set forth herein, I hereby expressly release, indemnify and hold harmless the Releasees for and from any and all claims and liability asserting a violation of my rights of privacy, intentional or negligent infliction of emotional distress, defamation, and/or any other tort and/or damages in any way relating to the disclosure of personal or other information about me and/or use of Materials, in connection with the Series or otherwise.

5. I am aware that my performance of Services in connection with the Series may subject me to potential exposure to, and transmission to others of, COVID-19. I acknowledge the contagious nature of COVID-19; that COVID-19 may be spread from persons not exhibiting symptoms of COVID-19 and that I will be in close proximity with other people, and I voluntarily assume any and all risks in connection therewith including, without limitation, emotional distress, illness, personal injury, disability and death. I am also aware that my performance of Services in connection with the Series may increase the risk of infection by any other individuals I come in contact with (including my family and friends). I agree to follow any policies, protocols, procedures, and preventative measures the Company sets forth with respect to COVID-19, including complying and participating in any COVID-19 testing or general medical screening required by Company. I acknowledge and understand that the results of such testing cannot be guaranteed to be 100% accurate, and that even if the results of such testing are negative for COVID-19, it is possible that I may nonetheless carry the COVID-19 virus. Without limiting the generality of any release set forth herein, I hereby expressly release, indemnify, discharge, and hold harmless the Company and the Releasees from any and all claims associated with COVID-19 irrespective of a COVID-19 infection or other illness occurs, before, during, or after the Series. The risk of contracting COVID-19 is among the matters released hereunder; any such decision by Company shall be final.

6. Although the Company may obtain insurance covering damages arising out of my accidental bodily injury, death and/or disability, I acknowledge that the Company has no obligation to do so and that the Company recommends that I maintain my own accident and health insurance. Accordingly, I acknowledge that I alone am responsible for maintaining accident and health insurance to cover any bodily injury and/or personal property damage, as well as any insurance to cover my short-term or long-term disability from and injury and any insurance to cover my death.

#### RELEASE AND INDEMNITY

7. AS USED IN THIS AGREEMENT, THE TERM "RELEASING PARTIES" MEANS AND REFERS

TO EACH OF ME, MY HEIRS, NEXT OF KIN, SPOUSE OR SPOUSAL EQUIVALENTS, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS.

8. I AND THE OTHER RELEASING PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY AGREE THAT I AND THE RELEASING PARTIES WILL NOT SUE OR CLAIM AGAINST THE RELEASEES OR ANY OF THE OTHER PARTICIPANTS IN THE SERIES, OR ANY OF THEIR RESPECTIVE HEIRS, NEXT OF KIN, SPOUSES, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "PARTICIPANTS") FOR ANY INJURY, ILLNESS, DISEASE, DAMAGE, LOSS OR HARM TO ME OR MY PROPERTY, OR MY DEATH, HOWEVER CAUSED, RESULTING OR ARISING OUT OF OR IN CONNECTION WITH MY PERFORMANCE OF SERVICES OR ACTIVITIES ASSOCIATED WITH THE SERIES, WHETHER OCCURRING BEFORE, DURING OR AFTER THE ACTUAL SERIES, AND WHETHER OR NOT CAUSED BY OR ARISING OUT OF THE NEGLIGENCE OR GROSS NEGLIGENCE, OR INCITEMENT BY, ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY OF THE RELEASEES OR ANY OF THE PARTICIPANTS.

9. I AND THE OTHER RELEASING PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASE AND FOREVER DISCHARGE EACH OF THE RELEASEES AND THE PARTICIPANTS FROM AND AGAINST ANY AND ALL CLAIMS, LIENS, AGREEMENTS, ACTIONS, SUITS, COSTS, DAMAGES, JUDGMENTS, ORDERS AND LIABILITIES OF WHATEVER KIND OR NATURE IN LAW, EQUITY, OR OTHERWISE, WHETHER NOW KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AND WHETHER OR NOT CONCEALED OR HIDDEN (COLLECTIVELY, THE "RELEASED CLAIMS") ARISING OUT OF OR IN CONNECTION WITH MY PERFORMANCE OF SERVICES OR ACTIVITIES ASSOCIATED WITH THE SERIES, WHETHER OCCURRING BEFORE, DURING OR AFTER THE ACTUAL SERIES, OR THE COMPANY'S USE OR EXPLOITATION OF MATERIAL OR EXERCISE OF ANY RIGHTS GRANTED BY ME IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR ANY INJURY, ILLNESS, DAMAGE, LOSS OR HARM TO ME OR MY PROPERTY, OR MY DEATH, OR ANY INJURY, ILLNESS, DISEASE, DAMAGE, LOSS OR HARM TO ANY RELEASING PARTIES OR ANY THIRD PARTIES OR ANY OF THEIR PROPERTY, OR THE DEATH OF ANY RELEASING PARTIES OR ANY THIRD PARTIES. THE RELEASED CLAIMS SHALL INCLUDE BUT NOT BE LIMITED TO THOSE BASED ON NEGLIGENCE OR GROSS NEGLIGENCE OF, OR INCITEMENT BY, ANY OF THE RELEASEES OR ANY OF THE PARTICIPANTS, WRONGFUL DEATH, PERSONAL INJURY, INFLICTION OF EMOTIONAL DISTRESS (BOTH NEGLIGENT AND INTENTIONAL), PRODUCTS LIABILITY, BREACH OF CONTRACT, FRAUD, FRAUDULENT INDUCEMENT, FRAUDULENT CONCEALMENT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED UNDER APPLICABLE LAWS, LIBEL, SLANDER, DEFAMATION, FALSE LIGHT, INVASION OF PRIVACY, VIOLATION OF THE RIGHT OF PUBLICITY OR PERSONALITY, INFRINGEMENT OF COPYRIGHT, LOSS OF EARNINGS OR POTENTIAL EARNINGS, KIDNAPPING, AND FALSE IMPRISONMENT.

10. I and the Releasing Parties acknowledge that there is a possibility that, subsequent to the execution of this Agreement, I or they will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by me at that time may have materially affected my decision to execute this Agreement. I and the Releasing Parties acknowledge and agree that by reason of this Agreement, and the release contained in the preceding paragraphs, I and the Releasing Parties are assuming any risk of the existence of such unknown facts and such unknown and unsuspected claims. This release shall constitute a full release in accordance with its terms. I and the Releasing Parties knowingly and voluntarily waive the provisions of any statute, law, or rule of any jurisdiction limiting such release, and acknowledge and agree that this waiver is an essential and material term of this release. It is intended, understood and agreed that the release set forth herein constitutes release by me and the Releasing Parties of all claims whether known or unknown, regarding or relating to the Series. I and the Releasing Parties hereby represent that we have been advised by our legal counsel (or, in the alternative, have had the opportunity to be advised by our legal counsel and have chosen not to consult such counsel), understand and acknowledge the significance and consequence of this release and waiver of any such laws.

11. I AND THE RELEASING PARTIES IRREVOCABLY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ANY AND ALL CLAIMS BY WHOMEVER ASSERTED ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OR ALLEGED BREACH OF ANY AGREEMENT, COVENANT, REPRESENTATION, WARRANTY MADE BY ME IN THIS AGREEMENT.

## MISCELLANEOUS

12. This Agreement together with the Services Agreement express the entire understanding between me and the Company. Any laws that require or suggest the interpretation of a document or agreement, or the resolution of any ambiguities contained therein, should be resolved against the drafter of the document or agreement, are hereby waived. No modification, alteration, or amendment of this Agreement will be valid or binding unless in writing and signed by both parties hereto. No waiver by the Company of any term or condition of this Agreement will be construed as a waiver by the Company of any other term or condition; nor will any waiver by the Company of any default under this Agreement be construed as a waiver by the Company of any other default. The Company may freely assign, in whole or in part, any of their rights or obligations under this agreement. I may not assign my rights and obligations under this Agreement. I agree that the invalidity or enforceability of any part of this Agreement shall in no way affect the validity or enforceability of any of the remainder of this Agreement.

13. This Agreement and any dispute, controversy, or proceeding or arising out of this Agreement (each, a “**Dispute**”) shall be governed by the substantive laws of the State of Rhode Island without regard to conflict of law principles. Contractor agrees to resolve all Disputes through binding arbitration conducted before a single arbitrator located in Providence County, Rhode Island in accordance with the applicable rules of the American Arbitration Association then in effect, available at <https://www.adr.org/Rules>. In the event of a conflict between the foregoing rules and this Agreement, the terms of this Agreement shall govern. The cost of such action shall be shared equally by the parties. Any question, issue, or dispute as to the arbitrability of any Dispute will be submitted to and resolved by an arbitrator in accordance with this paragraph. All decisions of the arbitrator shall be final, binding on the parties hereto, and not subject to further review. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Notwithstanding the foregoing, the parties consent to the non-exclusive jurisdiction of the federal and state courts located in Providence County, Rhode Island, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

[The remainder of this page is intentionally blank]

The parties are signing this Assumption of Risk, Waiver of Liability, and Indemnification Agreement as of the date stated in the introductory clause.

**COMPANY**

**CONTRACTOR**

COMPANY

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
[Name]  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_