

Double Time Productions, Inc. (or its designee) ("Producer") is producing a potential television program currently entitled "Smashcuts" ("Program") intended for initial distribution by CBS Television Distribution, Inc. or its designee ("CBSTD"). In full and complete consideration, the receipt and sufficiency of which is hereby acknowledged, of Producer possibly including my name, voice, and/or appearance in one or more episodes of the Program, I hereby agree as follows:

I hereby grant to Producer the perpetual right to use my name, voice, likeness, and/or biographical information (collectively referred to as "My Appearance") as it appears in the Clip (as defined below) in the Program and/or as Producer otherwise elects to use My Appearance in the Program, other productions, and derivative materials thereof and their exploitation, distribution, advertising and promotion (including, but not limited to, commercial tie-ins, merchandising, and other ancillary and subsidiary rights), in all media now known or hereafter devised, throughout the universe.

Name of Clip: Chewing Dry Ice.

Description of Clip: A research engineer at UW and chews on dry ice.

The rights granted herein shall also include the right to edit the My Appearance as Producer sees fit in Producer's sole discretion. I acknowledge and agree that Producer is under no obligation to use My Appearance or the Clip in any manner or to otherwise exercise the rights granted by me under this Agreement. I understand I will not be paid any compensation for My Appearance in the Program. I understand that My Appearance in the Program will not constitute a performance under any collective bargaining agreement.

I hereby release Producer, CBS Studios, Inc., CBSTD, their parent company(ies), affiliated entities, subsidiaries, successors, transferees, assignees, licensees and the agents, associates, officers, directors and employees (collectively referred to as the "Released Parties") of each from and against any and all third party liability, loss, damage, cost and expense (including, without limitation, reasonable outside attorneys' fees), that in any way are caused by, arise out of or result from this Agreement, the use or reuse of My Appearance or a breach or alleged breach of my representations, warranties and agreements hereunder and I agree not to make any claim against the Released Parties as a result of my participation in the Program or in connection with any use or reuse of My Appearance (including without limitation, claims based upon defamation or invasion of privacy and/or publicity) or in connection with any other matter arising out of or in any manner connected with the use and exercise of the rights granted to Producer herein. In no event shall I have any right to seek injunctive or other equitable relief against any of the Released Parties. I agree to indemnify and hold the Released Parties harmless from any and all liability, claim, action, damage, expense, and loss of any kind caused by or arising out of any breach of any provision hereof or any alleged breach, statement, action or failure to act by me during or in connection with my participation in the Program.

To the maximum extent permitted by law, I waive any and all rights I may have under Section 1542 of the Civil Code of California, and every like provision in any foreign jurisdiction. Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The parties agree that all claims and disputes in connection with this Agreement shall be resolved by final and binding arbitration in the County of Los Angeles administered by JAMS in accordance with its Streamlined Arbitration Rules and Procedures or subsequent versions thereof (the "JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be an arbitrator experienced in the entertainment industry and licensed to practice law in California. The parties agree that the remedy for any claim brought pursuant to this Agreement shall be limited to actual damages, and in no event shall any party be entitled to recover punitive or exemplary damages or to rescind this Agreement or seek injunctive or other equitable relief.

This Agreement shall be interpreted under the internal, substantive laws of the State of California without regard to the conflicts of law provisions thereof. To the extent that the arbitration provisions of this Agreement are not enforced or court proceedings are otherwise required, commenced or maintained, the parties submit to the *in personam* jurisdiction of the Los Angeles County Superior Courts and the United States District Court for the Central District of California, and waive any objections that they may have as to jurisdiction or venue in any such courts.

This is the complete and binding agreement between Producer and me, and it supersedes all prior understandings and/or communications, both oral and written, with respect to its subject matter. The illegality, invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any of the remainder of this Agreement, which shall be enforced to the maximum extent permitted by law. This Agreement cannot be terminated, rescinded or amended, except by a written agreement signed by both Producer and me.

SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_

(PRINT) NAME: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

TYPE OF ID CHECKED: \_\_\_\_\_