

APPEARANCE RELEASE

This Appearance Release (the “**Agreement**”), dated as of _____ (the “**Effective Date**”) is by and between LEGACY GYMNASTICS ACADEMY, a California corporation (the “**Company**”), and the individual named below with a residence at the address set out below (“**I**,” “**me**,” or “**Participant**”) in connection with Company’s website and related media and marketing (the “**Work**”). Company and Participant agree as follows:

For the intangible value I will gain by participating in the Work and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I irrevocably give Company my permission, and grant to Company the right, to film, record, and photograph me (the “**Recording**”).

I hereby irrevocably grant and license to Company and its affiliates, successors, licensees, agents, and assigns (“**Authorized Persons**”) the rights to digitize, modify, alter, edit, adapt, create derivative works, display, publicly perform, exhibit, transmit, broadcast, reproduce, sell, rent, license, otherwise use, and permit others to use, the Recording and the Work, including my name, image, likeness, appearance, and voice as they appear in the Recording, in perpetuity throughout the universe and in any medium or format whatsoever now existing or hereafter created, including but not limited to internet streaming and downloading, websites, other digital transmission or delivery methods, mobile applications, television broadcast, cablecast, and satellite, home video, video on demand, radio, and print publications, on any platform, including but not limited to televisions, computers, and mobile devices, and in connection with ancillary products, including but not limited to merchandise, books, and software applications, without further consent from or any royalty, payment, or other compensation to me except as otherwise expressly provided in this Agreement.

Further, I hereby irrevocably permit, authorize, and license Company and the Authorized Persons to identify me by name and use my name, likeness, appearance, voice, professional and personal biographical information, other personal characteristics, and all materials created by or on behalf of Company that incorporate any of the foregoing (“**Materials**”), in connection with the Work and advertising and promotion of the Work and advertising, publicity, and promotion of Company and its affiliates and their businesses, products, and services, in perpetuity throughout the universe and in any medium or format whatsoever now existing or hereafter created, including but not limited to internet streaming and downloading, websites, other digital transmission or delivery methods, mobile applications, television broadcast, cablecast, and satellite, home video, video on demand, radio, and print publications, and display, point-of-sale, and other advertising and promotional materials, on any platform, including but not limited to televisions, computers, and mobile devices, and in connection with ancillary products, including but not limited to merchandise, books, and software applications, without further consent from or any royalty, payment, or other compensation to me except as otherwise expressly provided in this Agreement. I represent that I have not given any money or anything else of value to Company or any of its employees, agents, or representatives, or anyone else associated with the Work, in exchange for appearing in the Work or acknowledging me or including my name or any matter in the Work.

I agree that Company is and will be the sole and exclusive owner of all right, title, and interest in and to the Work, the Recording (including all film, photographs, and other recordings, including outtakes and behind-the-scenes footage), and the Materials, including all copyrights and other intellectual property rights therein, in perpetuity throughout the universe. In furtherance of the foregoing, I agree that the results and proceeds of my services in connection with the Recording and the Work are works made for hire for Company as defined in Section 101 of the Copyright Act of 1976. To the extent the Recording, the Materials, or any part of either does not qualify as, or otherwise fails to be, work made for hire, I shall, and hereby do, (a) assign, transfer, and otherwise convey to Company, irrevocably and in perpetuity, throughout the universe, all of my right, title, and interest, if any, in and to the Recording and the Materials, including all copyright and other intellectual property rights, including all registration, renewal, and reversion rights, and the right to register and sue to enforce such copyrights against infringers and alleged infringers; and (b) irrevocably waive any and all claims I may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral in the Recording and the Materials.

The Company has no obligation to use the Recording or any Materials, or create, produce, advertise, or promote the Work or the Materials, or include the Recording in the Work, or to exercise any rights granted under this Agreement. I acknowledge and agree that I have no right to review or approve the Work, the Recording, or the Materials before they are

used by Company or at any other time, and that Company has no liability to me for any editing or alteration of the Work, the Recording, or the Materials, or for any distortion or other effects resulting from Company's editing, alteration, or use of the Work, the Recording, or the Materials, or Company's presentation of me. Any acknowledgment or credit of me in connection with the Work or the Materials, if any, shall be determined by Company in Company's sole discretion.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims") arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement or the production, exhibition, advertising, promotion, exploitation, or other use of the Work, the Recording, and/or the Materials, and whether resulting in whole or in part from the negligence of Company or any other person, covenant not to make or bring any such Claim against any Authorized Persons and their agents, employees, and representatives, and forever release and discharge the Authorized Persons from liability under such Claims. I understand that Company is relying on this Agreement and will incur significant expense in reliance on this Agreement, and I agree that this Agreement cannot be terminated, rescinded, or modified, in whole or in part. I waive my right to injunctive and other equitable relief in the event of a dispute with Company. I will not have the right to enjoin or interfere with the production, distribution, exploitation, advertising, or promotion of the Recording, the Materials, or the Work.

I represent and warrant to Company that I have full right, power, and authority to enter into this Agreement and grant the rights granted hereunder. I further represent and warrant to Company that I will provide only true and correct statements and other information in connection with the Work and that my participation in the Work, and the Authorized Persons' use of the Recording and the Materials and the rights and license granted hereunder, do not, and will not, violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflict with, or violate any contract or agreement with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required. I acknowledge that Company is not a signatory to any guild, union, or other collective bargaining agreement. I agree to defend, indemnify, and hold harmless the Authorized Persons from and against all Claims by third parties resulting from my breach or alleged breach of this Agreement or any of the foregoing representations and warranties.

This Agreement constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. I have not relied on any statement, representation, warranty, or agreement of Company or of any other person on Company's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The Company may assign this Agreement and its rights and obligations hereunder, in whole or in part, to any party. This Agreement shall be binding on and shall inure to my benefit and the benefit of Company and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in the County of San Diego, California, and I hereby irrevocably consent to the exclusive jurisdiction of such courts. I agree that I will not disclose any information about the Recording or the Work without Company's prior written consent. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties.

THIS RELEASE PROVIDES THE COMPANY WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING THE COMPANY TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR NAME, LIKENESS, AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU

HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

IN WITNESS WHEREOF, Company and Participant have executed this Agreement as of the Effective Date.

“Company”

LEGACY GYMNASTICS ACADEMY, a California corporation

Greg Wood
President

“Participant”

[Print Name]

I represent and warrant that (a) I am the parent or legal guardian of the minor named above, (b) no court has issued any order, judgment, or decree granting custody of the minor to anyone else or otherwise affecting my rights as parent or legal guardian, (c) the minor has not been emancipated, (d) I have the legal right, power, and authority to consent to this Agreement on behalf of the minor and myself, and (e) I am at least 18 years of age. I have read, and I understand, this entire Agreement. By signing below, I hereby consent to and approve in all respects the terms and conditions of this Agreement and the minor’s execution of this Agreement and agree that both the minor and I shall be bound by all of its terms and conditions. I understand that this consent and approval is not revocable. I agree to defend, indemnify, and hold harmless the Authorized Persons from and against all Claims by third parties resulting from my or the minor’s breach or alleged breach of this Agreement or any of the representations and warranties contained herein.

[Parent/Guardian Signature]

[Parent/Guardian Print Name]

[Email Address]

Please check a box below:

I Accept this Appearance Release

I Decline this Appearance Release