



TALENT RELEASE FORM

Name:

Tel:

Email:

I, the above named artist ("the Artist"), have been informed and understand and agree that my name, likeness, image, voice, appearance and/or performance are being recorded at the screening and will be used as part of a programme.

I hereby grant Ebony Life TV and any of its designees:

- a) the unrestricted right and permission to photograph and videotape me and use my image and/or voice and other reproductions of my physical likeness as embodied in the Programme and in connection with any and all media now or hereafter known/invented in which I agree to be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name for exhibition on television, video, Internet, print, illustration, artwork, promotional items, promotion, advertising, trade, or any other purpose whatsoever; and
- b) the unrestricted right to broadcast, exhibit, market, sell and otherwise distribute the Programme incorporating my name, likeness, image, voice, appearance and/or performance, either in whole or in parts, and either alone or with other products, for commercial or non-commercial television or theatre, closed-circuit exhibition, home video distribution or any other purpose that EbonyLife TV or its designees in their sole discretion may determine.

I agree that my name, likeness, image, voice, appearance and/or performance as embodied in the Programme may be edited, modified, added to or deleted, juxtaposed with any other material forming part of the Programme and that any other changes to the Programme may be made at the sole discretion of EbonyLife TV or any of its designees. I agree further that EbonyLife TV or any of its designees may use my name, image, voice, sobriquet, likeness and/or portrait in connection with the promotion of the Programme.

I understand and accept that any intellectual and/or immaterial property rights, including copyright that may exist or be contained in the Programme and/or my performance or arising out of, or in any way related to, my participation in the Programme, are unconditionally and irrevocably assigned by myself to EbonyLife TV or any of its designees, worldwide and in perpetuity, which assignment EbonyLife TV or any of its designees accepts.

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I hereby waive any moral rights which I may have in my name, likeness, image, voice, appearance and/or performance embodied in the Programme, as defined under the Copyright Act, 1978, as amended or any other applicable copyright laws. I agree not to disclose to any third party, any confidential information relating to the Programme or this agreement or EbonyLife TV signees, and the producer of the Programme ("the Producer"), their parent, subsidiary and affiliated companies, their officers, agents, directors and employees against any costs or damages (including consequential damages and pure economic loss) that may be incurred by EbonyLife TV or any of its designees and/or the Producer as a result of claims or charges made against EbonyLife TV or any of its designees and/or the Producer (whether at the instance of a third party or myself) for infringement of any right, whether the claim or action arises from delict or contract, or any infringement of whatsoever nature, arising out of or pursuant to the exercise by EbonyLife TV or any of its designees or the Producer or myself of its/his/her/my rights or the fulfillment or breach by myself of my obligations in terms of this Agreement and such indemnity shall extend to the reasonable costs that may be incurred by EbonyLife TV or any of its designees and/or the Producer in defending any action instituted against it.

I hereby waive any rights I may have to claim any further royalties for my performance, as may be contemplated under section 5 of the Performer's Protection Act, 1967, as amended or any other applicable law. Save as provided for in this agreement, I acknowledge that I shall have no further claims of any nature whatsoever against EbonyLife TV or any of its designees.

I agree that this agreement may only be amended in writing following agreement between myself and EbonyLife TV or any of its designees.

I, the undersigned, hereby acknowledge that I understand, agree to and accept the above-mentioned terms and conditions.

Signed at (Location) _____ on (Date) _____

Signature of the Artist _____ Witness _____

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