CLIP ID # _____

AMERICA'S FUNNIEST HOME VIDEOS
HOME VIDEO EXCLUSIVE RELEASE AND GRANT OF RIGHTS
(Version 09/07/12)

TO BE SIGNED BY PERSON WHO OWNS VIDEO/RECORDING AND SHOOTER OF VIDEO/RECORDING
(IF SHOOTER IS NOT THE OWNER)

Dated: _____

Attn: AFV Clearances
Cara Communications Corporation
d/b/a Vin Di Bona Productions
12233 West Olympic Blvd., Suite 170
Los Angeles, CA 90064

Gentlepersons:

In consideration of one or more of the following, such as the time and resources you expend in evaluating the video I/we submitted to you, which is owned by me/us (hereinafter "I" or "me" will include "we" or "us" respectively) and/or in which I appear, for possible inclusion in the program "America's Funniest Home Videos," my desire to gain exposure for myself and/or the "Video" (as defined below), the opportunity to be considered to compete for any award thereon, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I irrevocably grant to you, your affiliates, licensees, successors and assignees (collectively, "you," "your") sole and exclusive ownership of all right, title and interest in and to the Video, (excluding any music owned by third parties, if any) regardless of the medium or method I used to submit the Video to you, or the medium or method by which the recording was made, "Video" includes all forms of audio-video recording, and each element contained in the Video, including, without limitation, all copyright and other intellectual property rights therein or thereto, as well as all original materials created by me which are incorporated therein, including, without limitation, all audio and visual material, artwork, dialogue, music and musical compositions, literary material, etc. (the "Video").

Without limiting the foregoing grant of rights, I understand and agree that my grant to you also includes the exclusive right, license and permission to freely utilize and exploit the Video and/or any portion(s) thereof in any manner. In addition I grant you the right to use my name, voice, likeness, biographical information, appearance and performance in and in connection with the Video and/or the Programs, as "Programs" is defined below (collectively, the "Personal Rights"). My grant to you includes use of my Personal Rights and any use you may make of the Video, including, without limitation, any use of the Video in and/or in connection with, any version of "America's Funniest Home Videos," and/or any other program(s), format(s), production(s), commercials, commercial tie-ins, product endorsements, product merchandising and/or merchandising of any kind, whether or not related to "America's Funniest Home Videos," and also includes, without limitation, the right to use the Video and the Personal Rights to publicize, advertise and promote any and all of the Programs and/or broadcaster's or other applicable exhibitor's or transmission entity's respective programs, products or services, including transmission by satellite and over the Internet (collectively the "Programs") in any and all media, whether now known or hereafter devised, including, without limitation, all forms of home video (including, but not limited to, videocassettes, DVDs, digital recordings or transmission, etc.); theatrical motion pictures; compilations; printed media; the Internet, websites and any and all digitized versions (including, without limitation, any sponsored or commercial use in connection with online banner, "preroll," "postroll," and/or targeted advertising, graphic overlays and watermarking (and any other modifications or edits to the Video itself) digital and electronic devices (including, but not limited to gaming devices such as entertainment stations and handheld devices, such as, Nintendo, Playstation, Xbox, Gameboy, DS, PSP, and cell phones); all new media and future technologies and all forms of television, (e.g., free, pay, pay-per-view, cable, satellite or otherwise) throughout the universe in perpetuity and in any and all advertising, publicity and promotion relating to any of the foregoing (all of the foregoing, collectively, "Commercial Rights"). I also understand and agree that you may sell, assign or license your rights hereunder (in whole or in part) to any third party in your sole discretion and without providing any further consideration to me.

I am aware and acknowledge that new or changed rights and technologies, uses, media, modes of transmission, distribution, dissemination, exhibition or performance are being developed and will continue to be developed, discovered or recognized in the future, which may offer or create new rights and opportunities to exploit the Video and the Personal Rights (the "New Exploitation Rights"). I hereby grant and convey to you, without reservation, any and all New Exploitations Rights in and to the Video and to the Personal Rights, regardless of whether or not I am currently aware of or can foresee such uses.

I understand that you have not promised nor given any assurances that I will receive any prize or other compensation or as to whether or not the Video or any portion thereof, is or will be included in any Program(s) or otherwise utilized, or that any portion of the Personal and/or Commercial Rights are or will be in any way exploited. I understand that any opportunity for the Video to compete to win a prize is governed by the America's Funniest Home Videos Official Contest Rules ("Rules") and that such Rules are available for my review at the www.AFV.com website and I understand that upon my request to you at the address provided above, I have been or will be provided with a printed copy of the Rules. I also understand and accept that the Rules may be updated or changed from time to time at the sole discretion of Cara Communications Corporation d/b/a Vin Di Bona Productions. The Rules are incorporated into this agreement by this reference. I also agree that in the event you receive any inquiry from a government agency or process from a court with jurisdiction over you in regard to the Video, its contents, any prize awarded in connection with the Video and/or my submission of the Video, you may supply a copy of the Video and any information regarding the Video and its submission, as well information regarding any prize awarded thereon in response to such inquiry or process. Further, I agree that the Video may be cut, edited, modified, added to, subtracted from, arranged, rearranged, shortened and revised for any reason and in any manner which you may in your sole discretion determine, including without limitation, for reasons including for content, presentation and time, and to the extent decided by you in your sole discretion, if at all, you may also add or modify the sound effects, music, voices, including host voiceovers and/or other elements of the Video, and you may use, adapt and modify the Video and/or the use of the Personal Rights or any portion or element of the foregoing and combine it with other materials in any Program(s). I hereby expressly waive on my behalf, and on behalf of my heirs, executors, administrators and assigns, any so-called "moral rights," "droit moral" and any similar rights, laws and legal principles that may now or hereafter be recognized.

I hereby release, discharge and hold harmless you, your affiliates, employees, officers, principals and directors your licensees, grantees, successors and assignees, the Program(s) broadcasters, American Broadcasting Companies, Inc. ("ABC"), each of their respective parent, subsidiary and affiliated entities, and the respective officers, directors, employees and representatives of any of the foregoing (collectively "Releasees") from and against any and all claims, whether at law or in equity, that I may have at any time (whether or not I am aware of any such claims), including, without limitation, claims for breach of contract, infliction of emotional distress, defamation, false light, common law or statutory misappropriation, invasion or other violations of any actual or purported right of privacy and/or publicity, and claims under equivalent federal or state laws arising from my submission of the Video to you and the exploitation of any or all of the rights granted to you hereunder, including, without limitation, the rights to the Video, the Commercial Rights and the Personal Rights (collectively, the "Released Claims"). The Released Claims shall include, without limitation, any claim relating to, arising from or in connection with: (i) any use, exploitation or exercise of any right(s) granted hereunder (ii) my participation in any contest and/or sweepstakes and/or the operation and/or procedures implemented in connection with any such contest and/or sweepstakes, including without limitation, contest rules, voting procedures and results, contestant and voter eligibility, determinations of the judges, audiences and/or producers, selection of winners, the awarding of any prize, disqualification decisions, any prior or disparate exposure of the Video or other videos competing for any award or prize, and any and all other matters in connection with any contest and/or sweepstakes; (iii) the public dissemination and/or distribution of the Video including, without limitation, any claim resulting from the piracy or other unauthorized distribution, duplication and/or display of the Video by third parties; (iv) the loss of the Video and/or the failure of the Video to be properly or timely displayed to the public for any reason including, without limitation, whether as a result of technical difficulties, equipment failure, inadequate capacity, system overload, excess traffic, human error, malicious actions or for any other reason whatsoever (v) any Program preemptions (national and/or local, including, without limitation, the market in which I reside) and/or alternate airdates and times, if any, of any fully or partially pre-empted episodes (including, without

limitation, any "call-to-vote" episodes), which alternate airdates (if any) may or may not be announced in advance and may or may not draw the same number of viewers as the originally scheduled date and time; and/or (vi) the negotiation or execution of this agreement, including but not limited to, any claims based upon allegations of duress, undue influence or the like.

I understand and agree that all rights I may have under Section 1542 of the California Civil Code and any similar law of any state or U.S. territory, any similar federal law, or any similar common law or principle of similar effect, are hereby expressly waived. I acknowledge and understand that said section reads 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."

I acknowledge that I may hereafter discover claims in addition to the ones released in this agreement, and I hereby expressly release you from any such unknown and/or unsuspected claims.

I understand that nothing shall require you to include myself, anyone affiliated with me or the Video in any Program or to broadcast or otherwise exhibit the Program(s) in any media and that all such matters are within your sole discretion. I acknowledge that, in the event of a breach of this agreement by you or any third party, the damage, if any, caused to me thereby will not be irreparable or otherwise sufficient to entitle me to seek or obtain injunctive or other equitable relief. I acknowledge that my rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and I will not have the right to enjoin the production, exhibition, distribution or any other exploitation of the Programs, the Video or any allied rights granted herein with respect thereto, nor to revoke or otherwise impair any of the rights granted to you herein.

i.) I represent and warrant that if the events in the Video purport to be <u>spontaneous and not staged</u>
YES: ☐ **NO:** ☐

If the events in the Video are not spontaneous or were staged, please describe the circumstances surrounding the events in the video: _____
_____

ii.) I affirm that <u>I have never submitted nor granted any right to the video</u> to any other television or media entity, any website or internet service or operator/provider or to any third party
YES: ☐ **NO:** ☐

Please list the television programs, websites or media outlets where the video has been shown or displayed to the general public being sure to list web links to the video if applicable:_____
_____

If you have made any grants of rights to the video, please list all such grant of rights concerning this Video here: _____

I represent and agree that from the date of my submission of the Video to you, I have not, and shall not ever submit, or attempt to grant any rights in or to the Video, to any other party including without limitation, any television or media entity or to any website or internet provider, except by private transmission to my family solely for their own private use and with no other rights granted to the Video. Except as set forth above, I have not submitted the Video to third parties or granted rights to the Video to third parties and I will use my best efforts to remove the Video (and revoke or rescind any rights to the Video previously granted) from any other website or television program or any other media outlet or where I am aware that the Video is posted. I have not and agree not to take any action that will impair the rights granted to you. I acknowledge and agree that you may at any time eliminate or disqualify any Video from any contest or use based on rights previously granted or prior exhibition.

I represent and warrant that I have not violated and will not violate any provisions of Section 507 of the Federal Communications Act which makes the acceptance of payment of money or other consideration for the inclusion of matter in a program a criminal offense in violation of Section 507.

I represent and warrant that: (1) a) I am the sole and exclusive owner of the Video, b) I have the full right and authority to enter into this agreement and to grant all rights granted herein and c) I have not granted any third parties any rights to the Video except as specifically disclosed in writing in this Release and I agree I will not take any action to impair the rights I am granting to you; (2) the making, exhibition, distribution and/or other exploitation of the Video in connection with any Program(s) does not violate or infringe the rights of others or constitute a defamation or invasion of my or their privacy or right of publicity; (3) have not falsely identified any individual involved in the shooting of the Video or any individual whose appearance or voice is incorporated in the Video; (4) I have obtained all necessary consents and permissions required for you to exploit the rights granted to you hereunder (excluding any music owned by any third parties, if any) and that all executed third party consents and/or releases which I provide to you contain true and accurate contact information for the signing party(ies) and have been actually signed by the legal owner of the rights being granted to you pursuant to such consents and/or releases and (5) the Video and its use by us does not fall under the jurisdiction of any guild or union (for example, the DGA, SAG, AFTRA, the WGA, etc.). I hereby agree to indemnify, defend and hold you and your affiliates, your licensees, grantees, successors and assignees, the Program(s) broadcasters, ABC, their respective parent, subsidiary and affiliated entities and the respective officers, directors, employees and representatives of each of the foregoing entities, companies, and organizations and any and all other related person(s) or entity(ies), harmless against any and all losses, claims, debts, demands, liabilities, attorneys' fees and expenses, and all other damages or costs arising from or related to: a) any breach of the representations or warranties made herein or the falsity of any of such representations or warranties, including, without limitation, any and all claims by third parties that their signature(s) has or have been forged or otherwise obtained by any improper means, and b) the use by Releasees of any of the rights and permissions I have granted herein, and c); and any act or omission by me in connection with my submissions or application for or an appearance in the Program.

I understand and agree that employees of Cara Communications Corporation, d/b/a Vin Di Bona Productions and American Broadcasting Companies, Inc., The Walt Disney Company, their parent, subsidiary, and affiliated companies and anyone involved in the production, or administration of the contest, as well as immediate family/same household members of anyone so employed or engaged are <u>not eligible</u> for prize awards.

I represent that I am not (and to the best of my knowledge, that any person appearing in the Video is not) a candidate for public office and will not become such a candidate for Eighteen months from the date I sign this Agreement for my Video to be considered for inclusion in an episode.

I understand and agree that you may assign your rights hereunder in whole or in part to any person, firm or corporation, and such rights may be assigned again by any assignee thereof. I understand and agree that I may not grant or purport to grant to any third party the rights granted to you under this Release. This Release will be governed by and construed under and in accordance with the laws of the State of California. I hereby consent and agree to the exclusive jurisdiction of the federal and state courts of the State of California located in the County of Los Angeles, in connection with any lawsuit, action or proceeding arising out of or related to this agreement, the use of the Video, and/or to any rights granted hereunder.

I agree to execute any additional documents which you may from time to time submit to me to evidence, establish, maintain, protect, enforce or defend your exercise and full exploitation of any of the rights I have granted herein including without limitation, your right, title and interest in and to the Video or any portion or element thereof. If I fail to execute and deliver such documents, I hereby appoint you as my attorney-in-fact, with full right of substitution and delegation, to execute any such documents in my name and on my behalf to effectuate the purpose of this agreement, such power being irrevocable and coupled with an interest.

A

TO BE COMPLETED BY THE OWNER OF THE VIDEO
PER CONTEST RULES A MINOR OWNER MUST BE AT LEAST 13 YEARS OF AGE

I shall be responsible for and warrant that I will pay all local, state and federal taxes on any prize that I may win. I release you, your licensees, successors and assigns from all liability for any such taxes. You may deduct or require payment of any such tax before delivery of any prize.

This agreement constitutes the entire understanding between you and me, and supersedes all prior negotiations, understandings and agreements, whether written or oral, pertaining hereto and cannot be modified except in a written document signed by you and me. Any waiver of any term of this agreement in a particular instance shall not be a waiver of such term for the future. If any provision, term or condition of this agreement is held invalid or otherwise unenforceable, the validity and enforceability of the remaining provisions, terms and conditions shall not be impaired thereby. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively.

I declare under penalty of perjury under the laws of the State of California and of the United States that all statements made by me in this agreement are true and correct, that the name below is my legal name, and that the signature below is my legal signature.

I understand and am bound by all terms contained in this agreement. Further, I understand that you would not further evaluate the Video without this agreement and that should you include the Video or any portion thereof in any Program(s) or exercise any other rights granted hereunder, you will be doing so in reliance on this agreement.

Very truly yours,

_____
[Signature] [Date]

_____
[Print Name] [Age/Date of birth]

_____
[Address]

_____
[City] [State] [Zip]

(_____)_____
[Telephone] [E-Mail Address]

TO BE COMPLETED <u>ONLY IF THE OWNER</u> OF THE VIDEO IS <u>BETWEEN 13 AND 18 YEARS OF AGE</u>:
PER CONTEST RULES A MINOR OWNER MUST BE AT LEAST 13 YEARS OF AGE

NAME OF CHILD: _____("Minor") AGE/Date of Birth: _____

I represent and warrant that I am either: (i) the parent (with sole or shared custody, as applicable) or (ii) the legal guardian of the minor child (the "Minor") whose name appears above and that I have the legal capacity to enter into irrevocable, binding agreements on behalf of the Minor. The Minor and I, both individually, and, additionally, I, on behalf of the Minor and as the Minor's parent or legal guardian, agree to be bound by all of the provisions of this agreement. As a material part of the consideration inducing you to enter into the foregoing agreement with Minor for use of the Video and the possible benefits arising therefrom, I do hereby: ratify and approve each and all of the terms, conditions, rights, indemnities, releases and obligations contained in the agreement; agree to attempt to secure and to do nothing directly or indirectly to hinder or prevent the full performance thereof by the Minor; consent to the use of Minor's name, likeness, and voice as provided in the agreement, in and in connection with the production, distribution, exhibition, exploitation and promotion of the Program; and irrevocably guarantee and warrant that Minor will not disaffirm or disavow the agreement on the grounds that Minor is a minor at the date of the execution thereof, or on any other similar grounds.

This guarantee shall be applicable as well to any modification, amendment, extension, renewal or substitution of the agreement, and to the agreement as modified by any waiver. If Producer elects to seek Court approval of this agreement, I, in consideration of the execution of the agreement by the Producer, further agree to cooperate with Producer to secure the approval, by a Court of competent jurisdiction, of the agreement. I agree to indemnify and hold the Releasees (as defined in the agreement) harmless from and against any and all claims, liabilities, costs or expenses, including reasonable attorneys' fees which may arise from the breach or alleged breach by Minor or me of the foregoing.

Parent/Guardian: _____
[Signature] [Date]

_____
[Print Name] [Age/Date of birth]

_____
[Address]

_____
[City] [State] [Zip]

(_____)_____
[Telephone] [E-Mail Address]

B

IF OWNER OF SUBMITTED VIDEO DID NOT SHOOT IT, PLEASE HAVE SHOOTER OF VIDEO READ AND SIGN

I, the undersigned, represent and warrant that I am neither the "Owner" of the Video, nor the "Owner-Shooter," but am simply the "Shooter" of the Video. I represent and warrant that I have read and fully understand the foregoing Home Video Exclusive Release and Grant of Rights (the "Exclusive Release") and agree that the terms used in this paragraph shall have the same meaning as set forth in that agreement. I further warrant and agree that I neither seek nor claim ownership of this Video or any rights in connection with or derived from it, nor will I seek or claim ownership of this Video or any rights therein, and that I agree that any and all prizes or other compensation which might be provided in connection with any Program(s) and any rights and New Exploitation Rights are, or shall become, the sole property of the "Owner" of the Video. Notwithstanding the foregoing, in the event and to the extent that I own any rights with respect to the Video, for good and valuable consideration, of which I acknowledge its receipt and sufficiency, I hereby irrevocably grant to you, your affiliates, licensees, successors and assignees sole and exclusive ownership of all such rights, including, without limitation, all copyright and other intellectual property rights therein or thereto. I hereby grant you the exclusive right, license and permission to freely utilize, exploit, and distribute the Video, my Personal Rights, and the Commercial Rights in the same manner as Owner granted to you with respect to the exploitation of the Video, Owner's Personal Rights and the Commercial Rights as expressly set forth in the foregoing Exclusive Release. I declare under penalty of perjury under the laws of the State of California and of the United States that all statements made by me herein are true and correct. All of the foregoing terms and the terms of the Exclusive Release shall be governed by and construed in accordance with the laws of the State of California that apply to contracts which are entered into and fully performed within such State.

Very truly yours,

_____
[Signature] [Date]

_____
[Print Name] [Age/Date of birth]

_____
[Address]

_____
[City] [State] [Zip]

(_____)_____
[Telephone] [E-Mail Address]

TO BE COMPLETED ONLY IF THE SHOOTER OF VIDEO IS UNDER 18 YEARS OF AGE:

NAME OF CHILD: _____("Minor") AGE/Date of Birth: _____

I represent and warrant that I am either: (i) the parent (with sole or shared custody, as applicable) or (ii) the legal guardian of the minor child (the "Minor") whose name appears above and that I have the legal capacity to enter into irrevocable, binding agreements on behalf of the Minor. The Minor and I, both individually, and, additionally, I, on behalf of the Minor and as the Minor's parent or legal guardian, agree to be bound by all of the provisions of this agreement, including in particular the representations of the Shooter above. As a material part of the consideration inducing you to enter into the foregoing agreement with Minor for use of the Video and the possible benefits arising therefrom, I do hereby: ratify and approve each and all of the terms, conditions, rights, indemnities, releases and obligations contained in the agreement; agree to attempt to secure and to do nothing directly or indirectly to hinder or prevent the full performance thereof by the Minor; consent to the use of Minor's name, likeness, and voice as provided in the agreement, in and in connection with the production, distribution, exhibition, exploitation and promotion of the Program; and irrevocably guarantee and warrant that Minor will not disaffirm or disavow the agreement on the grounds that Minor is a minor at the date of the execution thereof, or on any other similar grounds.

This guarantee shall be applicable as well to any modification, amendment, extension, renewal or substitution of the agreement, and to the agreement as modified by any waiver. If Producer elects to seek Court approval of this agreement, I, in consideration of the execution of the agreement by the Producer, further agree to cooperate with Producer to secure the approval, by a Court of competent jurisdiction, of the agreement. I agree to indemnify and hold the Releasees (as defined in the agreement) harmless from and against any and all claims, liabilities, costs or expenses, including reasonable attorneys' fees which may arise from the breach or alleged breach by Minor or me of the foregoing.

Parent/Guardian: _____
[Signature] [Date]

_____
[Print Name] [Age/Date of birth]

_____
[Address]

_____
[City] [State] [Zip]

(_____)_____
[Telephone] [E-Mail Address]