

RELEASE

This Agreement, effective as of the date of signature, is entered into by and between _____ (“Participant”) (including Participant’s parent/legal guardian, if Participant is under the age of 18) (collectively, “you” or “your”) and McKeown Inc (“Producer”) with respect to certain services and/or certain other contributions in connection with the Series (collectively, “Services”). As used herein, the “Series” shall collectively refer to Producer’s productions (including, without limitation, audiovisual productions released, exhibited, and/or exploited in connection with any website, platform channel, training or educational materials, series, or production by Producer), including without limitation the project currently titled “The Listening Lab”. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and the Producer agree as follows:

1. You hereby acknowledge and agree that all of your Services and all results and proceeds of any kind or nature thereof (collectively, “Materials”) are and will be deemed “works made for hire” for Producer under the U.S. Copyright Act. Accordingly, you hereby acknowledge and agree that Producer is and will be deemed the sole author and the sole and exclusive owner of all Rights (as defined below) in and in connection with the Series and all Materials (collectively, the “Work Product”), including, without limitation, the worldwide copyright (including renewal and extension rights, if any) and trademarks therein, and all derivative works, throughout the universe in perpetuity. To the extent any Work Product is deemed not to be a work made for hire for Producer or the proper subject of copyright protection, then you hereby irrevocably, fully and unconditionally grant, transfer, assign, quitclaim, and set over to Producer, or any party designated in writing by Producer, all right, title and interest of every kind or nature in such Work Product and in each and every element therein, whether or not such rights are now known, recognized or contemplated or hereafter discovered or invented (collectively, “Rights”), exclusively and for all purposes, without conditions or limitations, to the fullest extent permitted under applicable law, and without the reservation of any Rights by you, throughout the universe and in perpetuity, in any forum or media, whether now known or hereafter devised, for the purpose of vesting in Producer the sole and exclusive ownership and right to control and exploit the Work Product. To the fullest extent permitted by law, you hereby waive any and all so-called “moral rights” and similar rights of every kind or nature. You hereby agree to execute and deliver to Producer all such instruments and documents as Producer may reasonably request to confirm the rights granted hereunder, and you hereby irrevocably appoint Producer as your lawful attorney-in-fact, which constitutes a power coupled with an interest, with the right to execute and do all things necessary with respect to such instruments and documents to fulfill the purpose of this Agreement. Producer shall have the right to use (or not use) the Materials in such manner as Producer determines in its sole discretion, with the right to make any changes in and uses of the Materials and the right to exploit the Materials by any and all means, in any and all media, whether now known or hereafter devised, throughout the universe in perpetuity.

2. You further agree that Producer may use and license others to use your name, voice, likeness and/or biographical material (collectively, “your appearance”), in any and all media now known or hereafter devised, and in the promotion, advertising, sale, publicizing and exploitation of the Series and/or otherwise and any and all ancillary products (e.g., “commercial tie-ups” and merchandising) in connection with the Series and Producer, throughout the world in any and all media, now known or hereafter devised, an unlimited number of times in perpetuity. You hereby waive any and all rights of inspection or approval of your appearance, portrayal, the use of any biographical information about you (including without limitation so-called private facts, unless we agree otherwise in writing) and of the uses to which your appearance, portrayal, and biographical information may be put. You acknowledge and agree that Producer will rely on this permission potentially, at substantial cost to Producer and, for this and other reasons, this agreement shall be irrevocable. Furthermore, you hereby agree not to assert any claim of any nature whatsoever (including, without limitation, any claim that such use invades any right of privacy and/or publicity) against anyone relating to the exercise of the permissions granted hereunder. You hereby release Producer (and its parents, affiliates, subsidiaries, licensees, successors, assigns, and employees, officers, directors, agents and representatives of each of the foregoing) from liability arising directly or indirectly out of or in connection with the use of your appearance in accordance with this release. You hereby acknowledge and agree that Producer has no obligation to use your appearance.

3. You represent and warrant that: (a) the Materials are wholly original with you and are not copied, derived from or based upon any other works, in whole or in part, except to the extent that it is based upon material assigned to you by Producer to be used as the basis therefor or, in minimal or incidental part, works in the public domain throughout the universe; (b) does not defame, infringe upon or violate the rights of privacy or any other right of any person or entity; (c) does not infringe upon or violate the copyright of any person or entity; and (d) is not the subject of any litigation or any claim that might give rise to litigation. You further warrant and represent that you have not purported to grant or transfer any rights in or to the Materials to any third party and have not and will not do anything that has impaired or will impair Producer’s rights in and to the Materials in any way and that, with the exception of material in the public domain, there has been no publication or other use of the Materials anywhere in the universe.

4. This Agreement shall be governed by and construed in accordance with substantive laws of the State of California, without regard for conflict of law principles. In the event of any dispute of any kind in connection with this agreement, the existence or validity of this agreement, the Work Product, and/or the parties' relationship, such dispute shall be resolved by submission to final, binding, and confidential arbitration in and around Phoenix, Arizona. Such arbitration shall be initiated and conducted according to the JAMS rules and procedures in effect at the time the request for arbitration is made. The arbitration shall be conducted before a single neutral arbitrator chosen in accordance with such JAMS rules and procedures, who shall be a retired judge or a lawyer with at least ten (10) years' experience in the entertainment industry, unless the parties agree otherwise. The parties consent to the exclusive jurisdiction and venue of the Federal and State courts located in Los Angeles County, California for purposes of enforcing the arbitration provisions of this Agreement and/or enforcing any arbitration award, and otherwise as to matters held to be non-arbitrable by such courts. You agree that your remedy for a breach of this Agreement by Producer shall be limited solely to an action at law for damages, if any. In no event shall you be entitled to enjoin or seek to enjoin Producer's exploitation of the rights granted hereunder or rescind this Agreement.

5. You acknowledge and agree that Producer may freely sell, assign, license, mortgage, encumber or otherwise transfer this Agreement and/or all or any of its rights hereunder, and/or delegate any or all of its duties, obligations and liabilities arising under the Agreement. You may not assign the Agreement or your rights hereunder, or delegate your duties under the Agreement in whole or in part. You agree that this Agreement shall inure to the benefit of Producer and its successors, representatives, assigns and licensees. Please sign in the space below to show your acceptance and approval of this Agreement. This Agreement contains the full and complete agreement of the parties with respect to the within subject matter and supersedes all other agreements or negotiations (written or oral) relating thereto. You hereby acknowledge and agree that no representation or promise not expressly contained in this Agreement has been made by Producer or any of its agents, representatives, or any other related parties. No waiver or modification of this Agreement will be valid unless in writing and signed by all the parties. This Agreement may be executed in any number of counterparts, including by digital transmission, each of which counterparts shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Accepted and Agreed:

"YOU"

McKeown Inc ("PRODUCER")

Signature

By: _____

Printed Name

Its: Authorized Signatory

[TO BE EXECUTED IF PARTICIPANT IS A MINOR]

After reading this Agreement and, to induce the Producer to allow the above-signed minor ("Minor") to participate in the Series, I represent and warrant that I am at least 18 years of age and the parent/legal guardian of Minor. I consent to the execution of the Agreement by the Minor and/or I am executing the agreement on behalf of Minor. Neither I nor Minor will revoke or disaffirm the foregoing agreement at any time and I shall indemnify and hold harmless Producer for any and all losses or damages Producer and/or its successors, representatives, assigns and/or licensees may incur in the event that I or Minor revoke or disaffirm the agreement in violation of this provision. My contact information is:

Parent's/Guardian's Name (Printed)

(_____)_____
Parent's/Guardian's Phone

Parent's/Guardian's Signature

Street Address

Date

City, State, Zip