

TALENT RELEASE FORM

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I _____ **[name of on-camera talent]** [the "Talent"] hereby irrevocably acknowledge and agree in favor of Crow Wing Crest Lodge [the "Resort"], and the Resort's heirs, executors, legal representatives, licensees, successors and assigns, those for whom the Resort may be acting, and those who may be acting with the Resort's authority and permission [collectively, the "Authorized Parties"] as follows:

1. In the event photographs, illustrations, video or other images of, including or depicting the Talent are taken or created by or on behalf of the Resort in any media ["Images"], all worldwide right, title and interest in and to the Images and all related materials (including copyright, all other intellectual property and other proprietary rights) shall be owned by the Resort or as the Resort may determine.
2. The Resort shall have the irrevocable right (which may be licensed, transferred, granted or assigned to other parties as the Resort sees fit) to use, re-use, publish, reproduce, create derivative works of, distribute, publicly perform and publicly display, either digitally or in any other medium now known or later developed, such Images in any form, including without limitation, use as part of a composite or distorted in character or form, without restriction as to text, changes or alterations, whether or not in conjunction with the Talent's name or a fictitious name, for illustration, promotion, art, editorial, advertising, trade, publishing, or any other commercial purpose whatsoever. The Talent also consents to the use of any narrative, text, audio, sound, action, program, effect or other matter that may be used in connection with the Images and the permitted uses, and irrevocably waives any right that the Talent may have to inspection or approval of any of the deliverables or uses contemplated in this Release.
3. The Talent hereby irrevocably releases the Resort and each of the Authorized Parties, and any and all other parties acting under right, title, assignment, grant or license from the Resort or the Authorized Parties, from any liability, costs or expenses arising by virtue of: (i) any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the creation of the Images or in any subsequent use, processing or publication thereof; and (ii) any claim or cause of action, now known or later developed, resulting from or in connection with any use of the Images contemplated by this Release, including without limitation, any claims for libel, defamation, invasion of privacy, or breach of publicity or other property rights.
4. The person or persons signing this Release represent a covenant that: (i) if the Talent is signing this Release, that he/she is of full legal age and has the right and capacity to contract in his/her own name in his/her jurisdiction of residence; (ii) if a parent or guardian is signing for the Talent, that the person or persons signing have full authority in the jurisdiction in which the Release is executed to sign this Release on behalf of the Talent; (iii) the person or persons signing this Release have carefully read the above Release prior to signing, and are fully familiar with the contents and consequences of it; and (v) this Release shall be binding without restriction as to time or otherwise upon the Talent and his/her heirs, executors, legal representatives, successors and assigns, as the case may be.

Initial _____

Talent

Name (print)

Address

City

State/Province

Zip/Postal Code

Country

Phone

E-Mail

Signature

Date

Parent(s) or Guardian(s) (if person is a minor or lacks capacity in the jurisdiction of residence)

Name (print)

Address

City

State/Province

Zip/Postal Code

Country

Phone

E-Mail

Signature

Date