

COSMIC TUSK

RELEASE OF LIABILITY AND ASSUMPTION OF RISK, IMAGE RELEASE, PARTICIPATION AGREEMENT

The individual named below (referred to as “I” or “me” or “you”) desires to participate in a live-streamed and recorded alternative history and controversial science conference (the “**Project**”) provided by Cosmic Tusk Productions, LLC, a North Carolina limited liability company (the “**Producer**”) at a time and place of Producer’s choosing. In consideration of being permitted by the Producer to participate in the Project and in recognition of the Producer’s reliance hereon, I agree to all the terms and conditions set forth in this instrument (this “**Agreement**”). I understand and agree that the Project, or elements thereof, may be published on the social media accounts and channels owned and controlled by Producer (“**Producer’s Accounts**”), the social accounts of Producer’s sponsors or collaborators, or anywhere else and in any format or media as determined by Producer in its sole discretion.

In full and complete consideration of Producer including me in the Project and without any further consideration due from Producer or any third party to me, and with the understanding that Producer, in its sole discretion may choose whether or not to include me in the final cut or cuts of the Project, I hereby agree as follows:

Section I: Image Release.

Grant: I hereby irrevocably grant to Producer its agents, and others working for it or on its behalf, and their respective licensees, successors, and assigns (collectively, the “**Permitted Parties**”) the unlimited right and permission: (i) to interview, film, photograph, videotape and/or audio record me using any type of recording technology or recording medium whether now known or later devised, and (ii) to use: (a) the resulting interview, film, photographs, videotapes and/or recordings, which may be edited or altered by the Permitted Parties see fit, (collectively, the “**Recordings**”), and (b) my name, nickname(s), likeness, persona, image, voice, singing voice, sounds, movements, choreography and statements made by me (collectively my “**Likeness**”), which Recordings and Likeness may be combined with any other material that the Permitted Parties so choose, including without limitation, other images, text, graphics, film, audio, and audiovisual works, to create an unlimited number of materials (collectively, the “**Materials**”) in connection with the Project.

Ownership: I agree that Producer is and shall be the exclusive owner of all rights in the Recordings and Materials forever throughout the universe and that any contributions that I make in connection with any Recordings and/or Materials shall be considered a work-made-for-hire as part of an audiovisual work under U.S. copyright law, with the rights for Producer and the Permitted Parties may use, re-use, publish and re-publish the Recordings and Materials in any manner, venue, format or media (whether now known or hereafter devised), anywhere in the world, in perpetuity, for any lawful purpose, without further consent from or any royalty, payment, or other compensation to me. I understand that nothing herein shall obligate the Permitted Parties to make or use any Materials, my Likeness or the Recordings.

If, for any reason, the Recordings and/or Materials are held not to be a work-made-for-hire, I hereby irrevocably transfer, assign, and otherwise convey to Producer my entire right, title, and interest, if any, in and to the Recordings and Materials and all copyrights and other intellectual property rights in the Recordings and Materials arising in any jurisdiction throughout the world in perpetuity, including all registrations, renewals, extensions and reversion rights, and the right to sue to enforce such rights against infringers.

I acknowledge and agree that the Recordings may be used, altered or modified without any restrictions or need for approval, whether by traditional photographic techniques or digitally, including retouching, creating composite, blurred, or distorted representations, and changing color, size, shape, perspective, context, foreground, or background. I further agree that I shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use, alteration, blurring, distortion, faulty reproduction, fictionalization, illusionary effect, or use in any composite form of my image, picture, likeness and/or voice. In addition, I hereby waive the benefit of any

provision of law known as droit moral or moral rights, or any similar or analogous law or decision in any country of the world. I also hereby waive any right to enjoin or interfere with the production, distribution or exploitation of any Recordings or Materials.

In the event I perform or display any original material on the Project written or otherwise controlled by more (for example, music, choreography, photography, lyrics, clothing, etc., (collectively "**Talent Material**")), I hereby grant to Producer and the Permitted Parties, without charge, a non-exclusive, irrevocable, perpetual license to perform and/or display the Talent Material in and in connection with the Project and in promotion and publicity therefore, and the rights required to exploit the Project and the ancillary rights therein, including of the Talent Material, including without limitation, a direct public performance license, in any and all media now known or hereafter devised, and for any other purpose, throughout the universe in perpetuity.

Producer has no obligation to use the Recordings or to exercise any rights granted under this Agreement. I acknowledge and agree that I have no right to review or approve the Recordings or the Materials, including any written copy or other materials that may be used in connection therewith, before they are used by Producer or at any other time, and that Producer has no liability to me for any editing or alteration of the Recordings or the Materials, or for any distortion or other effects that may occur or be produced in connection with the taking of such Recordings or Producer's processing, editing, alteration, transmission, display, publication, or other use of the Recordings or the Materials. Acknowledgment or credit of me in connection with the Recordings or the Materials, if any, shall be determined by Producer in Producer's sole discretion.

Confidentiality: For purposes of this Agreement, "Confidential Information" means any information, in whatever form or medium, whether or not marked as "confidential" or "proprietary", of or concerning Producer which is not generally known to the public, including, without limitation, the terms of this Agreement, information about the Project, information about Producer's plans, agreements, intellectual property, subscriber or follower lists, channel or platform information, business contacts, business plans, policies, procedures, trade secrets, techniques, know-how, standards, ideas, products, strategies, financial information and any other materials or information of or about Producer that is not generally known to the public, or any materials based thereon. Any confidential, private, financial or business information of a third person furnished or disclosed, whether directly or indirectly, by Producer to me, or to which I have access to in connection with the Project, will be deemed Confidential Information of Producer and subject to the terms of this Agreement. For avoidance of doubt, the terms of this Agreement and any attachments hereto are the Confidential Information of Producer.

For a period 5 years (or perpetually for Confidential Information which constitutes either personal information or a trade secret), I will (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using Confidential Information in any manner or for any purpose not expressly permitted or required by this Agreement, and (c) refrain from disclosing any Confidential Information to any third party without obtaining Producer's express prior written consent. I will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as I protect my own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care, industry-standard care or, if the Confidential Information is protected by a third party agreement to which Producer is a party, then the standard of care prescribed in that agreement.

My confidentiality obligations herein will not apply to any particular information that I can establish through competent documentary evidence: (a) I lawfully knew before Producer's first disclosure to Talent, (b) a third party rightfully disclosed to me free of any confidentiality obligations, or (c) is, or through no fault of my own, has become, generally available to the public. Additionally, I will be permitted to disclose Confidential Information to the extent that disclosure is expressly approved in writing by Producer, or is required by law or court order, provided that I immediately notify Producer of the required disclosure and cooperates with Producer, at Producer's reasonable request and expense, in any lawful action to contest or limit the scope of the required disclosure, including filing motions and otherwise making appearances before a court.

Upon Producer's request, I will promptly (a) return to Producer or, if so directed by Producer, destroy all tangible embodiments of the Confidential Information, (b) permanently erase all electronic files containing or summarizing

any Confidential Information, and (c) certify to Producer in writing that I have fully complied with the foregoing obligations.

Release: 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 (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), 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 Section II or the production, exhibition, advertising, promotion, exploitation, or other use of the Recordings, and whether resulting in whole or in part from the negligence of Producer or any other person, covenant not to make or bring any such Claims against any Authorized Persons and their agents, employees, and representatives, and forever release and discharge the Authorized Persons from liability under such Claims

I represent and warrant to Producer that I am at least eighteen (18) years of age and 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 Producer that the Authorized Persons' use of the Recordings and the rights and license granted hereunder do not, and will not, violate any right 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 in connection herewith. I will 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 representations and warranties contained in this Section II.

I hereby certify that any statements I make in connection with the Recordings are, to the best of my knowledge, truthful and accurate. If I make any statements about my personal opinion, findings, beliefs, experience, I hereby certify that such statements are true and represent my current honest opinions, beliefs, findings or experiences.

THIS AGREEMENT PROVIDES THE PRODUCER WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING THE PRODUCER TO PUBLICIZE, COMMERCIALY EXPLOIT, AND OTHERWISE USE YOUR LIKENESS, NAME AND FICTITIOUS NAME AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE PRODUCER.

Section II: Release of Liability and Assumption of Risk

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Producer, its managers, employees, agents, affiliates, members, subcontractors working on the Project, vendors work at and associated with the Project, successors, and assigns (collectively, "**Releasees**"), on account of injury, disability, death, or property damage arising out of, directly or indirectly, or attributable to my participation in any way in the Project, whether arising out of the ordinary negligence of the Producer or any Releasees or otherwise, including but not limited to any claims that I may have or believe I have against any third-party participants in the Project. I covenant not to make or bring any such claim against the Producer or any other Releasee, and forever release and discharge the Producer and all other Releasees from liability under such claims. This waiver and release does not extend to claims for any liabilities that North Carolina law does not permit to be released by agreement.

I shall defend, indemnify, and hold harmless the Producer and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by the Producer or any other Releasees arising out or resulting from any claim of a third party related to my participation in the Project, including any claim related to my own actions, omissions, negligence, recklessness, willful misconduct, or to the actions, omissions, or ordinary negligence of the Producer.

Section III. Participation Agreement

Participation: I agree to participate in the Project as a speaker at such time as directed by the Producer in Producer's sole discretion (the "**Participation**").

Consideration: In consideration of your fulfillment of the Participation, Producer agrees to provide the following consideration:

- (A) Airfare Reimbursement. Producer will reimburse you for up to _____ Dollars (\$_____ USD) in airfare expenses incurred for traveling to the Project; *provided that*, you must provide receipts for such airfare expenses to Producer at least ___ days before the first day of the Project.
- (B) Paid Hotel Room. Producer will provide you with a paid individual hotel room at the Crowne Plaza Resort Hotel in Asheville, North Carolina, beginning on the night before the Project through the last night of the Project. The hotel room will not include any room service or other incidental costs.
- (C) Affiliate Link Revenue Share. Producer will pay to you Thirty Percent (30%) of the gross revenue actually received through the livestream Project that is associated with an affiliate link provided to you by Producer before the Project less any refunds or chargebacks associated with the affiliate link. [Insert any other details related to the affiliate link.]
- (D) Conference Tickets Profit Share. Producer will pay to you an equal share of Five Percent (5%) of the Net Profits derived from the live ticket sales for the in-person conference portion of the Project (the "**Conference Tickets Profit Share**"). The Conference Tickets Profit Share will be [equally divided?] between all of the speaker participants in the Project. "**Net Profits**" means the gross revenue derived from the live ticket sales for the in-person conference portion of the Project less all costs incurred by Producer in the production of the Project.
- (E) [Speaker Fee]. [Producer will pay to you the amount of _____ Dollars (\$_____) Net30 from receipt of an invoice from you, which must be sent after the last day of the Project.]/ [Producer will pay to you the amount of _____ Dollars (\$_____) per hour of actual time spent presenting at the Project (the "**Fee**"), which Fee Producer will pay to you Net30 from receipt of an invoice from you, which must be sent after the last day of the Project.]]

Section IV. General Terms

I understand that Producer 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. This Agreement constitutes the sole and entire agreement of the Producer and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. 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. This Agreement is binding on and shall inure to the benefit of the Producer and me and their respective successors and 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 North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). If a dispute arises concerning or relating to this Agreement between the parties, the dispute shall be finally settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator shall be an individual generally skilled in the legal and business aspects of the subject matter of this Agreement. The arbitrator shall have no authority to impose penalties or award punitive damages. The arbitration shall take place in North Carolina and the arbitrator shall apply the laws

of North Carolina and applicable rules of evidence. If all parties and the arbitrator agree, arbitration may take place by telephone or by written communication. Unless the arbitrator otherwise directs, the parties, their representatives, other participants, and the arbitrator shall hold the existence, content, and result of the arbitration in confidence. THE PARTIES UNDERSTAND AND AGREE THAT THEY ARE WAIVING THEIR RIGHT TO A TRIAL IN A COURT OF LAW. The Company and you shall have the right to be represented by legal counsel at any arbitration proceeding, provided each party shall bear the cost of their own counsel. The arbitrator shall have the authority to award such relief as would otherwise be permitted by law. Questions of arbitrability shall be decided by the arbitrator. The parties shall be equally responsible for all fees associated with the arbitrator's fee, associated travel expenses, the rental of a room to hold the arbitration hearing and similar costs. In the event a party brings a claim outside of arbitration, the parties agree that the state and federal courts located in Los Angeles County, California shall have exclusive jurisdiction over any such claim.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE PRODUCER.

PARTICIPANT

[NAME]

Email:

Date: _____

COSMIC TUSK PRODUCTIONS, LLC

George Howard, [TITLE]

Email: george@cosmicsummit.com

Date: _____