

APPEARANCE RELEASE

THIS APPEARANCE RELEASE (the “Release”) is entered into as of the date of e-signatures (the “Effective Date”) by and between

_____, an individual (“Grantor”), with a mailing address of

and National Academy of Video Game Trade Reviewers (NAVGTR) Corp., a Maryland United States non-profit corporation, (“Company,” and with Grantor, “Parties”), with a mailing address of 13200 Forest Drive, Bowie MD 20715.

For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Individual/Group Appearance.

Likeness. Grantor hereby grants to Company and its parents, affiliates, subsidiaries, and their successors, and each of their partners, officers, shareholders, directors, employees, and agents (collectively, “Company Parties”), the non-exclusive right and permission to use, reuse, publish, republish, photograph, and record Grantor’s name, image, movements, or voice (“Likeness”) in connection with capturing, broadcasting, and distributing a “thank you” speech for the National Academy of Video Game Trade Reviewers (“Purpose”), throughout the universe in perpetuity. Grantor also consents to use of printed promotional matter in conjunction therewith. Grantor hereby waives any right that Grantor may have to inspect or approve the finished product of any recordings, or any copy or other materials that may be used in connection therewith, or the use to which it may be applied.

2. Indemnification.

2.1 Grantor represents and warrants that Grantor has the right to make all grants and authorizations hereunder and use of Grantor’s Likeness or Content will not violate or infringe any intellectual property rights or conflict with any legal commitments Grantor has with any other party. Grantor is responsible for the payment of any royalties, residuals, and other payments to third parties (e.g., for music, talent, or third-party content) which may be required to use the Likeness or Content under this Release.

2.2 Grantor hereby releases, discharges, and agrees to indemnify, defend, and hold harmless Company Parties from and against any and all claims, judgments, liabilities, damages, expenses, fines, losses, demands, actions, lawsuits, and costs (including but not limited to reasonable attorneys’ fees and court costs) arising out of or in connection with any of the following: (i) any breach of this Release by Grantor; and (ii) the gross negligence or willful wrongdoing on the part of the Grantor or any employee, agent, servant, or representative of Grantor.

2.3 In no event shall either Party be liable for any incidental, special, exemplary, consequential, or punitive damages in connection with this Release arising from the breach of this Release, such as, but not limited to, loss of revenue, anticipated profits, or lost business.

2.4 Grantor hereby waives the benefit of any provision of law known as “droit moral” or any similar law in any country of the world.

3. Liability and Bodily Injury Release.

Grantor hereby releases and fully and forever discharges Company Parties from any and all causes of action, claims, charges, demands, losses, damages, wages, compensation, costs, and liabilities of any kind (including, without limitation, personal injuries, illnesses, death, or damages), present or future, known or unknown, anticipated or unanticipated, that may occur to Grantor as a result from Company’s use of Likeness for Purpose.

4. Miscellaneous.

4.1 This Release constitutes the final, complete and exclusive agreement between Grantor and Company with respect to the subject matter hereof. No provision of this Release may be amended or waived except in writing as signed by both Parties. This Release shall inure to the benefit of, and shall be binding on, the Parties hereto and their respective successors and assigns. If any provision of this Release is unenforceable, that provision will be changed and interpreted to accomplish the objectives of that provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

4.2 This Release shall be governed by and construed in accordance with the laws of the State of Maryland.

Signature Area

Grantor’s Name, Signature, and Date