

RELEASE

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

1. With my consent, and in order to satisfy my desire to contribute to the development of its artistic work, I was interviewed (the "Interview") by a member of the theatre company The Civilians (the "Company") for possible use in the connection with a dramatic/literary work to be created by the Company (and all derivative works based thereon and ancillary thereto) (the "Work"). The Company had and has my permission to transcribe the Interview (which shall include my words, ideas, speech patterns, mannerisms, attributes and other aspects of my personality, together with the information and impressions embodied therein) by any means it chooses, including, without limitation, in the form of written notes, or audio tape. I acknowledge that the Company will undertake obligations and expend monies in connection with the Work in reliance upon the consent granted by me herein.
2. I hereby irrevocably grant to the Company the right to exercise, or to refrain from exercising, all rights (including all rights under the copyright laws of any country) in and to the Interview for use and exploitation of the Work in any and all media, whether now known or hereafter invented, throughout the world and in perpetuity. I also grant to the Company the right to use, and/or not to use, my likeness, speech patterns, mannerisms in connection with the Work, including, without limitation, in connection with public performances of the Work and the exercise of all rights therein, ancillary thereto and derived therefrom, and advertising and publicity in connection therewith, but not as an endorsement of any product or service.
3. I hereby waive the benefit of any provision of law known as *droit moral* or moral rights of authors or any similar or analogous law or decision in any country of the world, as well as all rights of publicity and/or privacy under the laws of any jurisdiction, as they may relate to the Interview, the Work and/or anything ancillary thereto or derived therefrom. I further waive all rights based on the law of defamation, provided that in the event that I am personally named or recognizably portrayed, the actual words spoken by me in the Interview are accurately embodied in the Work (without requiring that all such words be used and without limiting the Company's right to edit such words or to add material to such words).
4. I represent and warrant that the Interview and its contents will not defame or otherwise violate the rights of any third party. I understand that this Release is for the benefit of the Company and that I will indemnify and hold harmless the Company and Company's successors ("Company's Successors") against any and all losses, costs, expenses (including reasonable attorneys' fees and expenses), damages and recoveries (including amounts paid in settlement with my consent, not to be unreasonably withheld) arising out of any breach by me of the terms of this Release.
5. I understand that I shall have no right to receive any payment or compensation in connection with any exploitation of the Work, the Interview, or any rights ancillary thereto or derived therefrom.
6. My sole and exclusive remedy for the Company's breach of this Release or any term hereof will be an action at law for damages, and I shall in no event be entitled to rescind this Agreement or to interfere with or enjoin Company or Company's Successors from any use or exploitation of the Work or any uses ancillary thereto or derived therefrom.
7. The Company may license or assign this Release and/or all or any part of its rights hereunder to any persons or entities whatsoever, and upon such license or assignment (provided the licensee or assignee assumes in writing the Company's obligations under this Agreement), the Company will be released from her obligations hereunder.

This Release is made in accordance with the laws of the State of New York applicable to Releases and agreements made and performed entirely therein, and shall be binding on and shall inure to the benefit of my and the Company's respective heirs, executors, administrators, successors and assigns. This Release constitutes the entire understanding of the parties and may not be modified, except in a writing signed by both parties hereto.

Please indicate your agreement to the foregoing by signing below:

Signature: X

Name (printed)

Address

City

State and Zip

Email

Telephone

Date

I would like to remain anonymous: YES _____ NO _____ INITIALS: _____

If you are under eighteen (18) years of age, a parent or guardian must sign below:

I represent that I am a parent/guardian of the minor who has signed the above release and that in that capacity Company has my consent and authorization to use the name, voice, and/or likeness as described above.

Parent/Guardian:

Signature: X

Name (printed)

Date

Accepted and Agreed:

THE CIVILIANS

By: