

GRANT OF RIGHTS, CONSENT AND RELEASE

Flappers Comedy LLC
102 East Magnolia Blvd. Burbank CA 91502
818-845-9721/ Bookings@FlappersComedy.com



By signing below, I grant to Flappers Comedy LLC, as further set forth herein, the right to record audio and video footage, and shoot stills, of my performance at Distributor's comedy club and restaurant, as well as any and all venues locations associated with (the "Program"), and to air and stream such recordings and to use such stills for and in worldwide theatrical rights, and on the Internet, including on social networking sites (including but not limited to: Facebook, Twitter, Pinterest, tumblr, Youtube, TikTok, and Ustream), through e-mail, on Distributor's website, on all other on-line media and on mobile and networked services platforms (e.g. available via applications accessed across mobile and electronics devices) (collectively, the "Channels of Distribution"). **1. For good and valuable consideration**, which shall include the opportunity to perform at Distributor's comedy club and restaurant + associated venues (the "Club"), the receipt and sufficiency of which is hereby acknowledged, I hereby irrevocably and unconditionally grant to Distributor:

(a) the absolute, irrevocable, unrestricted, transferable, sublicensable, royalty-free, fully-paid, right of every nature whatsoever in and to all tapes, films, portrayals, photographs and recordings of me at the Club and/or in connection with events that are hosted by Distributor or FlappersComedy LLC and all information contained therein (all of which are referred to collectively herein as the "Set"), including without limitation all copyrights and other intellectual property rights therein and renewals and extensions of such intellectual property rights, and the exclusive right to reproduce, exhibit, distribute, copy, alter, edit, dub, summarize, publish, upload, post, display, webcast, broadcast, create derivative works from, and otherwise use and exploit the Set in whole or in part in perpetuity throughout the universe in any and all media, content delivery mechanism or technology (including without limitation the Channels of Distribution), whether now known or hereafter devised, and in any and all languages, including without limitation in and in connection with all or any part of the Program and the advertising, promotion and exploitation thereof (such grant of rights referred to herein as the "License"); **And**

(b) the right to use my name, likeness, voice, image and other personal identification, in addition to the use of such name, likeness, voice, and other personal identification in and as part of the Set, in and in connection with the Program and the exercise of any of the rights referred to above.

2. I hereby represent and warrant that I have the full right, power and authority to contract in my name and to enter into this Grant of Rights, Consent and Release ("Grant and Release") and to grant all rights granted hereunder. I represent that (i) the consent of no other person, firm, and corporation or labor organization is required for me to execute this Grant and Release and to enable Distributor to use the Material or my likeness, name, voice or other personal identification, (ii) such use will not violate the rights of any third parties, and (iii) my execution of this Grant and Release does not violate any agreement or understanding to which I am a party.

3. I agree to defend, indemnify and hold Distributor, its agents, representatives, sublicensees and assigns and those acting under the authority of Distributor, harmless from and against all claims, losses, costs, damages, judgments, liabilities, demands and expenses (including, without limitation, attorneys' fees) arising out of or in connection with my appearance in the Material and Distributor's exercise of any of the rights granted hereunder or out of a breach or alleged breach by me of any representation, warranty, covenant or agreement made by me hereunder.

4. I acknowledge that nothing herein requires Flappers LLC to exploit the Program or use the Material or my likeness, name, voice and/or other personal identification in or in connection with the Program or otherwise.

5. Independently and apart from any consideration paid to me pursuant hereto, and recognizing Flappers LLC's reliance upon the rights, terms and conditions of this Grant and Release, I hereby unconditionally release Flappers LLC from, and covenant not to sue Flappers LLC or any of its assignees for, any claim or cause of action, whether known or unknown, whenever arising or occurring, based upon or related to Flappers LLC 's exercise of the rights granted hereunder, its use of the Set or my name, likeness, voice and/or

other personal identification of me or information supplied by me (including, without limitation, any claim or cause of action for libel, defamation, unfair competition, infringement of copyright or invasion of rights of privacy, publicity or personality). Nothing contained in this Grant and Release shall be construed as prejudicial to, or operate in derogation of, any rights, privileges, or property that Flappers LLC might be entitled to as a member of the public, even if this Grant and Release were not in existence.

6. I acknowledge and agree that this Grant and Release shall be construed and enforced in accordance with the laws of the State of California applicable to agreements of this nature and I hereby consent to the jurisdiction of the courts located in said State and I waive any trial by jury and/or any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action or suit. I am familiar with and do hereby waive the provisions of Section 1542 of the California Civil Code (and similar provisions of other jurisdictions of other jurisdictions) which provides as follows: "A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. This Grant and Release shall inure to the benefit of and shall be binding upon Flappers LLC and me, and our respective heirs, executors, administrators, officers, directors, members, employees, shareholders, agents, successors, licensees and assigns. Flappers LLC may assign or otherwise transfer this Grant and Release, and the rights and obligations herein granted to Distributor, in whole or in part to any person, corporation or other entity.

8. This Grant and Release contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by each party. I hereby certify and represent that I have read the foregoing and fully understand the meaning and effect thereof, and intend to be legally bound.

Agreed & Accepted:
FLAPPERS COMEDY LLC.

SHOW NAME: _____ Date: _____

NAME: _____

PHONE: _____

EMAIL: _____

SOCIAL MEDIA HANDLE: _____

SIGNATURE: _____