

# MEDIA RELEASE AGREEMENT

## Welcome!

The purpose of this Media Release Agreement (the “**Release**”) is for you to give us permission to use any photos or videos we capture of you or photos, videos or any other content taken or created by you as we prepare to record content to stream online. We want it to be perfectly clear that you are giving away the irrevocable rights of your audio, video, photo and other recordings to Lightning Jiu-Jitsu.

- 1. On-Camera Release.** You hereby grant to TSN Martial Group, a Limited Liability Company operating in the State of California, and any of its subsidiaries, affiliates, successors, licensees and assigns (collectively, “**Lightning Jiu-Jitsu**” or “**us**”) the worldwide, irrevocable, perpetual right to photograph and record you on video or film, edit and use any such photographs or recordings, including your voice, movements, musical or other sound effects, as well as your biographical information and testimonials, for any purpose, including commercial use, in any and all media, now known or hereafter devised.
- 2. Work-for-Hire.** If we, Lightning Jiu-Jitsu, have hired you as a professional to create content on our behalf, by signing this Release, you understand that we are creating a ‘Work for Hire’ relationship, where all intellectual property ownership in all materials created will forever belong to Lightning Jiu-Jitsu.
- 3. Materials Release.** You hereby grant to Lightning Jiu-Jitsu the worldwide, irrevocable, non-exclusive, perpetual right to use the copyrighted photographs and/or video recordings, taken by you or of you, which you either provide to Lightning Jiu-Jitsu or which Lightning Jiu-Jitsu takes of you (the “**Licensed Material**”) for any purpose, including commercial use and resale, in any and all media, now known or hereafter devised.
  - 3.1.** Lightning Jiu-Jitsu’s use of the Licensed Material shall be subject to an arrangement made between you and Lightning Jiu-Jitsu. You warrant and represent that you have the right and authority to grant these rights, that the consent of no other person or company is required to enable Lightning Jiu-Jitsu to use the Licensed Material, and that such use will not violate the rights of any kind of third parties.
- 4. Release of Liability.** You hereby release Lightning Jiu-Jitsu from any and all claims and demands of any nature whatsoever arising out of or in connection with it exercising its rights under this Media Release Agreement, including, without limitation, any and all claims for invasion of privacy, infringement on the right of publicity or personality, defamation (including libel and slander), and infringement of moral rights and other personal and/or property rights. Further, you agree that these provisions above apply to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future. You hereby agree to indemnify and hold harmless Lightning Jiu-Jitsu and its members, officers, directors, employees, volunteers, agents, heirs, executors, administrators, successors and assigns from any and all liability resulting from our use of the Licensed Materials.
- 5. Ownership of Licensed Materials.** You understand that in signing this agreement, either by hand or electronically or clicking ‘I Agree’, you are irrevocably assigning, across all jurisdictions in the world and forever, any intellectual property rights you have in the Licensed Materials, however they were created. Lightning Jiu-Jitsu will always have full intellectual property ownership of the Licensed Materials, and this is a work-for-hire provision, where Lightning Jiu-Jitsu is paying you to keep all ownership in the Licensed Materials.
- 6. Arbitration.** Any controversy or claim arising out of or relating to this Agreement or the breach of this agreement shall be settled exclusively by arbitration. You also agree that should arbitration take place, it will be exclusive to the courts of the State of California or such other arbitrator mutually agreed upon by the parties. The arbitrator’s decision shall be final and binding on both parties and enforceable in any court of competent jurisdiction. The losing party shall bear the costs of the arbitration. The arbitration award shall be final and binding upon the parties, and the parties hereby waive any rights to appeal or challenge the award to the extent permitted by applicable law. This arbitration clause shall survive the termination or expiration of this contract.
- 7. General Terms. Choice of Laws and Venue.** This Agreement will be governed exclusively by the laws of the State of California. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of California. **Severability.** If any provision of this Release is invalid or unenforceable, the other provisions in the Release will remain in full force and effect. **Entire Agreement.** This Release constitutes the entire agreement between the parties and replaces any prior agreements. **Headings.** The headings used in this Release are for stylistic purposes only, and none of the content in the headings is intended to be legally binding. **Assignment.** Lightning Jiu-Jitsu’s rights under this Release may be freely assigned and licensed to any entity. **Online Agreement.** We agree that this Release may be signed electronically or agreed to by having you click “I Agree”, the effect of which will be the

same as if we signed the Release by hand and the intention of which is that both parties desire to be bound by all the terms of the Release.

**I HAVE READ THIS MEDIA RELEASE, UNDERSTAND ITS CONTENTS AND VOLUNTARILY AGREE TO ITS TERMS.**

Printed name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_