

**CONFIDENTIAL PERFORMANCE RELEASE**

To: Indyoutties, LLC, it members, officers, directors, agents, consultants, employees, contractors, and film crews (collectively, the "Production Company")

Date: \_\_\_\_\_

For good and valuable consideration, including the opportunity to appear in the Documentary, the receipt and sufficiency of which is acknowledged, I(we) hereby agree to the following:

I(We) hereby give Production Company my(our) permission to photograph and film/videotape me(us); my significant other, domestic partner, or spouse ("Partner"); my children and/or my Partner's children (whether biological or adopted); and/or any other member of my family (collectively, "Film Subjects"), and to use any footage (including moving or still images and photographs) or sound recordings obtained by Production Company, each Film Subjects' name, voice, likeness, image, and information about each Film Subject (collectively, "Film Footage") in connection with the documentary tentatively titled "Gayby Boom" (such documentary, together with any portion thereof, all trailers, soundtracks, featurettes, advertisements, publicity, "behind the scenes" and "making of" footage and promotional material related to such documentary, the "Documentary").

Production Company is under no obligation to utilize any Film Footage. Film Footage shall be deemed work-made-for-hire specifically ordered or commissioned by Production Company under all applicable copyright laws, with Production Company being deemed the author thereof. Production Company shall exclusively own all now-known and/or hereafter-existing rights of every kind, in perpetuity, and in all languages, relating to the Firm Footage and/or the Documentary, including, without limitation, all copyrights. Production Company shall exclusively own all proceeds resulting from all now-known and/or hereafter-existing uses of the Film Footage and/or the Documentary.

If any of the work product described in this Release is determined to not be work-made-for-hire, I(we) hereby irrevocably assign to Production Company in perpetuity all right, title, and interest in and to such work product, including, without limitation, all copyrights in Film Footage (and all renewals and extensions thereof). Notwithstanding anything to the contrary contained in this Release, I(we) agree that Production Company shall have the unlimited right to vary, change, alter, modify, and delete Film Footage. I(We) hereby waive the benefits of any provision of law known as "droit moral" and/or "moral rights" or any similar law in any jurisdiction.

Production Company shall be allowed to edit or rearrange Film Footage and to juxtapose or combine it with other filmed, printed, or recorded material, all as part of the Documentary. I(We) release and discharge Production Company from, and agree that I(we) will not assert against Production Company, any and all claims I(we) might have arising out of or in connection with the use of Film Footage, including, without limitation, those related to defamation, invasion or right to privacy, or publicity.

I(We) understand that Production Company may assign the rights contained in this Release and/or extend this Release to third parties, in Production Company's sole discretion, and I(we) understand that Production Company and any such assignees or third parties will be relying on and incurring certain expenses based on this Release. I(We) acknowledge that, other than as stated herein, Production Company has not promised money or other financial accommodations arising out of or in connection with the Film Footage, or to any legal rights, whether tangible or intangible, to the Film Footage, to induce me(us) to grant Production Company this Release. This Release is irrevocable and is not subject to rescission, revocation, or termination. I(We) understand that I(we) shall not be entitled to any monies or other compensation in connection with the rights granted hereunder.

IN WITNESS WHEREOF, I(We) have executed and delivered this Release to Production Company as of the date first above written.

Signed\*: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

Signed\*: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

- If this Release is being signed by a parent or legal guardian on behalf of a minor, please write the name of such minor or minors here: \_\_\_\_\_
- How did you hear about the project? \_\_\_\_\_

Send release and video to:  
Gayby Boom  
c/o Lisa Marie Evans  
PO Box 42077  
Tucson, AZ 85733