

# PODCAST GUEST RELEASE

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Agreement by and between Amanda L. Arnier 10815 N Church St. Huntley, IL 60142 (the "Producer"), producer of the podcast entitled The Dichotomy Diaries (the "Program"), and: the undersigned guest (the "Guest", "I", or "Me") in connection with Guest's appearance for an interview (or performance) (the "Interview") for the Podcast. The parties hereby agree as follows:

**CONSENT:** Guest does hereby irrevocably consent to appear in the Program and to be recorded, filmed, videotaped or otherwise to have their voice and performance captured, reproduced and distributed. Guest further agrees that the Producer shall have the exclusive right to edit the content of and to make derivative works using the Interview.

**NAME & LIKENESS:** Guest hereby irrevocably authorizes Producer to use Guest's name or should the guest choose to share anonymously; the chosen nickname, image (if not anonymous), likeness, appearance (if not anonymous), voice, professional and personal biography(ies)(if not anonymous) and all materials created by or on behalf of the Producer incorporating the same in perpetuity for any lawful purpose, including, but not limited to advertising, public relations, publicity, packaging, and promotion of Podcaster and its businesses, products, and services, without further consent from or royalty, payment, or other compensation.

**OWNERSHIP:** It is understood that Guest retains ownership of any copyrighted material provided during the Podcast, however the Producer is hereby granted a non-exclusive, perpetual, worldwide and royalty-free license to publish such copyrighted work in any and all media, whether now known or hereafter devised.

Guest further acknowledges that the Producer is the sole owner of all rights in and to the Interview, the recording(s) thereof, the Program, as "works made for hire" pursuant to 17 USC §101, et.seq., for all purposes; and that Producer has the unfettered right, among other things, to use, exploit and distribute the Program, and Guest's performance as embodied therein in any and all media or formats, throughout the world, in perpetuity. To the extent this provision does not convey full ownership of the Interview Guest hereby irrevocably transfers, assigns, and otherwise conveys to Producer all of Guest's right, title, and interest, if any, in and to the interview, including all copyrights and other intellectual property rights in the interview. Any materials created in connection with the production and distribution of the Program ("Materials") become property of Producer, and Producer shall have the sole and exclusive right to use, exploit and distribute such Materials, throughout the world, in perpetuity

**NO OBLIGATION TO USE:** Nothing contained herein shall be construed to obligate the Producer to use or exploit any of the rights granted or acquired by Producer, or to make, sell, license, distribute or otherwise exploit the Program or Materials whatsoever.

**NO ADDITIONAL CONSIDERATION:** Guest understands and agrees that the opportunity of the Interview constitutes sufficient consideration hereunder, and that Guest shall receive no monetary compensation for appearances on and participation in the Program.

**RELEASE; WAIVER:** Guest hereby releases and discharges Producer from any and all liability arising out of or in connection with the making, producing, reproducing, processing, exhibiting, distributing, publishing, transmitting by any means or otherwise using the Program, and, to the fullest extent permitted by law, waives all legal and equitable claims (whether now known or later discovered) relating to the Program whatsoever.

**AGREED AND ACCEPTED**



Amanda L. Arnier

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
*Guest's signature*

\_\_\_\_\_  
*Printed name & Address*

