

CONTENT PROVIDER CONSENT AND RELEASE

Name:		
Address:		
Telephone:	Email:	

The above individual (the "<u>Content Provider</u>") has submitted, or may submit, certain materials to Now!Media, LLC (together with its owners, parents, subsidiaries, affiliates, licensees, representatives, designees, employees, agents, successors, and assigns, "<u>Now! Media</u>") in connection with Now! Media's syndicated radio show currently known as *Bob & Sheri* and the related website, newsletters, email, social media, publishing, and other platforms (the "<u>Show Platforms</u>"), such as blog posts, photographs, videos, recordings, documents, logos, biographical information, or other materials (the "<u>Materials</u>").

In consideration for the opportunity(ies) that may arise from Now! Media's use of the Materials on the Show Platforms, for profit or for promotional use, and without any further consideration from Now! Media, Content Provider (on behalf of Content Provider, Content Provider's representatives, heirs, executors, administrators, affiliates, successors, and assigns) hereby irrevocably grants permission to Now! Media to record, copy, reproduce, sublicense, distribute, transmit, perform, display, modify, adapt, publish, create derivative works from, and otherwise use all or any portion of the Materials and Content Provider's name, professional name, picture(s), likeness, image(s), voice, performance(s), biographical information, or other privacy or publicity rights ("Content Provider's Likeness"), in, on, and as part of the Show Platforms and in connection with the marketing, promotion, and advertising of the Show Platforms, in any medium or media, now or hereafter known, throughout the universe in perpetuity.

Content Provider agrees that Now! Media may edit or modify the Materials or Content Provider's Likeness in connection with the uses authorized herein its sole discretion and without any approval rights by Content Provider; that Now!Media has no obligation to use the Materials or Content Provider's Likeness or to credit Content Provider in connection with any use; and that Now!Media shall own all rights, including copyrights and other intellectual property, in and to any derivative materials created by Now!Media using the Materials or Content Provider's Likeness as authorized herein.

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Content Provider, on behalf of Content Provider and Content Provider's representatives, heirs, executors, administrators, affiliates, successors, and assigns, hereby expressly, absolutely, unconditionally, irrevocably, and forever agrees to indemnify and hereby waives, releases, holds harmless, forever discharges, and covenants not to sue, Now! Media and Now! Media's officers, directors, employees,

contractors, and agents from and against any and all liabilities, claims, damages, demands, actions, obligations, losses, sums of money or other costs (including attorney's fees and costs), resulting from any existing or future claims of any kind which Content Provider has or may have under any theory under the law, whether common, constitutional, statutory, or other, of any jurisdiction, foreign or domestic, whether in law or in equity, whether known or unknown, and whether resulting in whole or in part by the negligence of Now!Media or any other person, by reason of any and all matters arising directly or indirectly out of the Materials, Content Provider's Likeness, or use of the Materials or Content Provider's Likeness as authorized herein.

If the person signing this Agreement for or on behalf of Content Provider is not the Content Provider, by signing this Agreement the undersigned individual hereby (a) represents and warrants that s/he has legal capacity and is duly authorized by Content Provider to sign this Agreement, that the Content Provider agrees to be bound by the provisions of this Agreement, and that this Agreement is enforceable against the Content Provider; and (b) agrees to indemnify and hold Now! Media harmless from all damages, liabilities, costs, and expenses arising directly or indirectly out of or otherwise relating to any breach of the foregoing representations and warranties.

Signed:

Printed Name:

Acknowledged by:

Now! Media, LLC

By: _____

Its Authorized Representative

Date: _____