

Electronic Stream Systems, LTD.

Video/Photographic Model Release

As a condition of you using the **Electronic Stream Systems, LTD. (ESS, LTD.)** software, the ESS, LTD. web site(s), and the ESS, LTD. e-commerce, chat, hosting and video/audio streaming and communications systems, you are required to agree to the following "model release and assignment of intellectual property rights":

I agree to be filmed/videotaped and or photographed in connection with ESS, LTD., subsidiaries, successors, licensees, and assignees may copyright use and reuse, publish, distribute, edit, excerpt, exhibit and otherwise exploit my name (real or fictional), likeness, persona, performance, voice, pictures, chat, video, audio, biological information and identification, and statements, (collectively my "appearance") for any and all uses, in whole or part, in any and all media and manners no known or learned, for use throughout the universe, perpetuity, without limitation, including in connection with the advertising, exploitation and publicizing of ESS, LTD. and its affiliates. ESS, LTD. shall own, and I grant and assign to ESS, LTD., all rights, title and interest, of every kind and character in perpetuity throughout the universe in and to ESS, LTD. the results, content and proceeds of my appearance(s) (including all such appearances made to date) videos, audio, chat, dialogue, acts, and dances, all of which are works made for hire specially commissioned as part of an audiovisual work, including all copyrights, renewals and extensions of copyright and ESS, LTD. shall be deemed the author thereof for all purposes. ESS, LTD. may edit my appearance as they see fit (and I waive any and all moral rights that I have), and I understand that ESS, LTD. has no obligation to use my appearance(s).

I am aware that a still photographer also may be present during the appearances, dates of performance, and I agree that still pictures may be made from video or my appearance(s) by any means, and I grant ESS, LTD. and its successors, licensees and assignees the right to copyright and use said photographs, without further payment to me in printed publications, digitally on the internet or via CD, or any other media, without restrictions. ESS, LTD. shall also have the right, and I shall fully cooperate with ESS, LTD. to let ESS, LTD. produce, distribute and otherwise exploit video/audio performances, trailers and "behind the scenes" or making of" programs incorporating my appearance(s).

I hereby release and discharge ESS, LTD. And its successors, assignees and licensees from and all claims, demands or cause of action that I may have, whether for libel, Copyright, violation of my right of privacy or publicity, or any other matter arising out of in any many connected with the use of my appearance or past appearances or the exercise of the rights granted herein. I hereby verify that all statements, warranties, and other information given by are true and accurate, and I agree to be legally responsible for any claims arising from such statements and warranties. I acknowledge and agree that this release shall not be subject to the terms of any union or guild agreement and that no sums will be due to me in connection with the use or reuse of my appearance(s). I understand that ESS, LTD. Is proceeding upon the terms set forth herein, and I will not revoke this release at any time. I am 18 years of age or older. I am of sound, mind and body. I am not under the influence of drugs or alcohol. I am acting in the video/film and appearance(s) of my own free will and I do not believe that I am violating any moral standards of my community. I warrant that I have never been convicted of a felony and I further warrant that I shall not engage in any obscenity and I agree to indemnify, pay the costs of defense, and hold harmless ESS, LTD. And its officers, directors, affiliates, attorneys, shareholders, agents, assigns from any and all claims brought by third party vendor to act, and I am personally responsible for any taxes owed. Any and all disputes arising out of this agreement shall be submitted to binding arbitration according to the rules of the American arbitration association and shall be resolved exclusively in the Las Vegas Nevada with the American Arbitration Association. This agreement shall be governed exclusively under Nevada law and exclusive jurisdiction shall be in Las Vegas, Nevada. I have carefully read the terms of this release and have indicated my agreement signing below.

Full Legal Name: (First) (Middle) (Last)

Full Address: (Street Address) (City) (State) (Zip Code) (Country)

Date of Birth _____

Social Security Number (If applicable) _____

Primary identification document of Performer must be government issued photo ID such as passport, driver's license, motor vehicle department ID, or military ID (each should be described, including the ID number):

Form of ID _____

Issuing Authority _____

ID #: _____

Requested Full Legal Signature _____ (Date) _____

For Studio owners only:

Studio Name _____ Studio Owner Signature _____