



STANDARD ASSIGNMENT AND RELEASE AGREEMENT

For the intangible value I will gain by participating in the audiovisual and /or photographic project, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (“I” or “me”) irrevocably grants to When to Jump, LLC and to its assigns, licensees, subcontractors, agents and representatives (collectively, "Company"), the full and unconditional right in perpetuity to use, reproduce, copy, display, publish, transmit and otherwise exploit my name, image, likeness, voice, biography, personal history, and other personal indicia (the “Property”) as embodied in video / audiovisual footage and/or photographs (the “Materials”) taken on [INSERT DATE _____] at [INSERT LOCATION _____] (the “Session”).

I hereby agree that Company shall be the exclusive owner of all right, title, and interest, including, but not limited to, copyright, in and to the Materials and the results and proceeds of my participation therein, and that Company will have the exclusive right, but not the obligation, to use, exploit, license, and/or otherwise authorize third parties to use or exploit the Materials and the results and proceeds of my participation therein in any manner Company wishes in any and all media now known or hereafter discovered or developed, in perpetuity, throughout the universe, without any approval by me. In connection therewith, I hereby agree that the results and proceeds of my services in connection the Session and/or in connection with the Materials with shall be considered a “work made for hire” for Company within the meaning of the U.S. Copyright Law. To the extent such results and proceeds are not deemed a “work made for hire” under U.S. Copyright Law, I hereby assign to Company all right, title and interest therein and thereto throughout the world in perpetuity, including without limitation all copyrights and other intellectual property rights therein. I further hereby agree that Company has the unrestricted right to edit, alter, modify or delete my participation in the Materials as it may deem necessary or appropriate, by use of computer or other electronic means or by any other method or means now or hereafter discovered or developed.

I warrant and represent that I have the right to grant to Company the rights granted herein, and I agree to indemnify and hold Company and its successors harmless from any claims by any person whatsoever which arises from or is related to Company's use of the Property.

I hereby agree not to sue and irrevocably and unconditionally release, waive and forever discharge Company, its past, present and future parents, subsidiaries (whether or not wholly-owned), affiliates, licensees, divisions, agents, representatives, employees, successors and assigns, jointly and individually (hereinafter collectively referred to as “Releasees”), from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which I (or my assigns, employees, independent contractors, agents and/or representatives) ever had, now has, or in the future may have against the Releasees in connection with any claims arising out of or related to the Property, Materials and/or any and all uses described herein to the extent not arising out of or related to Company or its affiliate’s breach of this release, including, but not limited to, any claims of libel, slander, invasion of privacy, right of publicity, and/or defamation. I hereby further waive all droit moral rights or similar rights in connection therewith.

I hereby acknowledge and agree that my rights and remedies in the event of any breach of this release by Company shall be limited to my rights, if any, to recover damages in an action at law. In no event shall I be entitled, by reason of any such breach or otherwise, to terminate or rescind this release or any rights granted hereunder and/or to seek injunctive or other equitable relief and/or to enjoin, restrain or in any way interfere with Company’s use of the Property or Materials.

I hereby acknowledge and agree that Company is free to assign this release and its rights hereunder at any

time and from time to time, in whole or in part, to any person or entity. I shall not assign this release in whole or in part. This release contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, oral or written, with respect to the subject matter hereof. This release shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements entered into and fully performed therein. I agree that any action based on, or arising out of, this Agreement shall be brought in a court of competent jurisdiction in the State of New York, County of New York, and I consent to the jurisdiction of such Courts over me.

I hereby agree that signatures may be executed via electronic mark and shall be deemed to be original signatures, and the executed agreement may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means. I further agree to be subject to the provisions of the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act.

I hereby warrant and represent that I am of full age and have the right to contract in my own name, and the entering into this release by me does not and will not conflict with any agreement that I am or will be a party to. I have read the above release prior to its execution and I am fully familiar with the contents thereof. This release shall be binding upon me and my heirs, legal representatives and assigns.

THIS IS AN IMPORTANT LEGAL DOCUMENT. By signing below, I acknowledge that I have completely read the agreement and that I fully understand and voluntarily accept all of the terms and conditions of this Agreement.

Signed by:

Print Name

Address

Signature

Date