

# **PERFORMER RELEASE AND GRANT OF RIGHTS**

**Producer:** Millennium TGA, Inc.

**Performer's Legal Name:** \_\_\_\_\_

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

**Date of Birth:** \_\_\_\_\_ **Age:** \_\_\_\_\_

(Month, Day and Year)

**Phone:** (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

Name

Phone

Relationship

**Description of Services:** \_\_\_\_\_

**Title of Photo Shoot/Video Production:** \_\_\_\_\_

**Date(s) of Production:** \_\_\_\_\_

**Time(s) of Production:** \_\_\_\_\_

**Location(s) of Production:** \_\_\_\_\_

As of the date written below, for the consideration set forth herein, Performer and Producer, whose names are set forth below, hereby agree as follows:

## **1. COMPENSATION.**

Producer will pay to Performer the following total compensation in exchange for the rights and releases granted by Performer to Producer:

a) Payment in the amount of

\_\_\_\_\_

b) If applicable, additional compensation or reimbursements:

\_\_\_\_\_

\_\_\_\_\_

\*\*\*If any of the above are not applicable, put N/A in blanks.\*\*\*

## **2. SERVICES.**

Performer will provide modeling and acting services at the dates, times, and places in the productions set forth above (or as otherwise directed by Producer) for use by Producer in project(s) and any by-products or merchandise relating to those project(s), for such outlets and in such formats as Producer will determine in the future using any technology now in existence or developed in the future ("Project") to the best of Performer's ability, in a conscientious and artistic manner, pursuant to Performer's own interpretation, taste, and expression, with due regard for the efficiency of the Project. Performer will comply with all reasonable directions, requests, and rules of Producer, whether or not the same involves matters of artistic taste or judgment. The Project includes all or any part of Performer's performances, acts, poses, images, appearances, and sounds, including Performer's voice, song, ad lib, and all musical, instrumental or other sounds created by Performer, of every kind made or done by Performer in connection with the Project. The Project includes, without limitation, Performer's performance of pre-production services, services in connection with principal photography of the Project, and post-production services, including re-takes, re-shoots, subsequently-provided media, and such other services as are customarily required of performers. Performer warrants and represents that no additional compensation will be paid, or due to Performer, in connection with any post-production services. Notwithstanding the foregoing, Producer is engaging Performer specifically because of Performer's unique skills, training, life history, creativity, artistry, athleticism, reputation, look, and appearance.

## **3. GRANT OF RIGHTS.**

The Project will be deemed a work-for-hire specially ordered or commissioned by Producer within the meaning of the copyright laws of the United States or any similar or analogous law or statute of any other jurisdiction. Producer is and will be considered the author and sole and exclusive owner of the Project, unless Producer has otherwise agreed with a third party.

If, for any reason the Project is not legally considered a work-for-hire and/or any rights in the Project do not accrue to Producer, Performer hereby irrevocably assigns and agrees to assign to Producer any and all of Performer's right, title, and interest in the Project, whether now or hereafter known, existing, contemplated, recognized, or developed, and Performer agrees to execute any documents necessary to carry out the intent of this provision. If Performer refuses to do so, Producer is authorized by Performer to proceed as if Performer had executed said documents. In such case, Producer will have the right to use the same in perpetuity throughout the universe in any manner Producer determines without any further payment to Performer whatsoever.

Without limiting the generality of the foregoing, Performer grants to Producer, the following specific perpetual and exclusive rights in the Project:

- a) The right to copy, distribute, perform, publicly display, prepare derivative works of, or otherwise use all or any part of the Project, in any format and media, by any means now known or to be discovered in the future. Performer will retain no ownership rights to the Project.

- b) The right to use Performer's stage names, aliases, nicknames, image, likeness, voice, biography, and trademarks in connection with the Project.
- c) The right to use other persons to "dub" any part of the performance attributed to Performer.
- d) The right to use all or any part of the Project in advertising or publicity of any good or service produced, distributed, or offered by Producer.
- e) The right to edit and revise the Project in any manner as Producer may, in its sole and absolute discretion determine, and to change the title thereof from time to time.
- f) The right to assign or license any and all of the rights granted by Performer in this Agreement.

Performer will not contest any effort by Producer, its successors, or assigns to register or protect the rights granted to Producer herein. Performer will not exercise any intellectual property rights to all or any part of the Project, including filing any trademark or copyright applications, DMCA takedown notice, or other administrative filings to protect any perceived or actual interest in the Project. Performer will not bring suit to enforce rights in the Project against any party unless the claims are specifically approved and/or assigned, in writing, by Producer to Performer.

#### **4. WAIVERS, RELEASES, REPRESENTATIONS, WARRANTIES, AND INDEMNITY**

Waiver of All Claims Against Producer. Performer hereby waives and releases all claims against Producer, its employer, employees, agents, attorneys, successors, and assigns in connection with the Project, all rights granted to Producer herein, or otherwise arising out of this Agreement, regardless of the nature of the claim, including, but not limited to claims based on right of publicity, false or unfavorable light (whether related to editing, use of a false name, or otherwise), invasion of privacy, defamation, discrimination, harassment, injuries (both physical and emotional), negligence, recklessness, statutory violations, intellectual property, disease or illness, and all other such claims whether or not listed above.

No Right to Approval or Publication. Performer will have no right to inspect or approve the Project. Producer will have no obligation to complete, release, publish, or utilize the Project in any way.

Identification. Performer acknowledges and agrees that certain records containing personal identification information may be transmitted to subsequent purchasers, licensees, sub-licensees, distributors, affiliates, retailers, vendors, webmasters, and/or records custodians involved with the Project. Such information includes but is not limited to any and all information contained in any records keeping compliance form, identification documents, and this Agreement. Performer hereby releases and holds Producer, its employer, employees, agents, attorneys, successors, and assigns harmless from any and all claims associated with, or arising from, the transfer or dissemination of the information referenced in this paragraph, to any third parties.

Underlying Works. If Performer provides depictions, materials, or other underlying works to Producer, Performer warrants and represents that Performer has received, and hereby assigns, all rights in such underlying works to Producer. Performer further agrees to indemnify Producer if any person or entity asserts any claim relating to such underlying works.

## **5. ARBITRATION.**

The parties hereby stipulate that any and all disputes arising from this Agreement will be governed by Florida law, with the exclusive venue for such disputes in Orange County, Florida. All disputes between Performer and Producer (and their respective employers, employees, agents, attorneys, successors, and assigns) of any kind whatsoever, arising from the transaction reflected in this Agreement including, but not limited to, contract and tort claims of all kinds, and all claims based on any federal, state or local law, statute, or regulation (“Arbitral Claims”) will be resolved by arbitration. Arbitration will be final and binding upon the parties and will be the exclusive remedy for all Arbitral Claims. **THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRAL CLAIMS.** Arbitration of Arbitral Claims will be confidential and in accordance with the rules governing commercial disputes in place with American Arbitration Association. Attorneys’ fees and the fees of the arbitrator will be paid by the losing party, as identified by the arbitrator. Any proposed arbitrator will have at least five (5) years of experience in intellectual property law. Any proposed arbitrator will be willing to execute an oath of neutrality. Any arbitration hearing will apply Florida law and occur in Orange County, Florida unless some other venue is agreed by the parties in writing and approved by the arbitrator.

## **6. INJUNCTIVE RELIEF, DAMAGES, AND ATTORNEYS’ FEES**

Performer and Producer agree that the services to be rendered and the rights and privileges granted under this Agreement are of an extraordinary character which gives them a unique value. Performer agrees that Producer will be entitled to injunctive and other equitable relief in a court of law to prevent a breach, or further breach, of this Agreement by Performer. Resort to injunctive and other equitable relief will not be construed as a waiver of any other rights and remedies which Producer may have for damages or otherwise. The seeking of damages or other relief will not be construed to be a waiver of any other rights or remedies which Producer may have in equity or otherwise. Without waiving any such other rights or remedies, the institution or maintenance of an arbitration proceeding commenced by Producer for damages for breaches of this Agreement in accordance with Section 5 will not constitute or result in a termination or breach of this Agreement by Producer nor prejudice any right of Producer to terminate this Agreement or pursue other remedies. Any remedy available to Performer under this Agreement will be limited to the right to recover compensatory damages, and Performer hereby waives any right or remedy in equity, including the right to terminate the Agreement; rescind Producer’s right, title and interest in and to the Project; and/or enjoin, restrain or otherwise impair in any manner the distribution, advertising, or exploitation of the Project or any part thereof. If any arbitration or litigation permitted or required under this Agreement, the prevailing party will be entitled to an award of attorneys’ fees, including attorneys’ fees on appeal or in any enforcement action.

## 7. INTERPRETATION AND ENFORCEMENT

Florida law will govern the interpretation of this Agreement. Neither party will be considered the drafter of this Agreement, nor will the Agreement be interpreted in favor of, or against, either party. If any portion of this Agreement will be deemed by a court or an arbitrator to be unenforceable, the parties intend for the remainder of this Agreement to be enforced to the maximum extent. Any attached Addendum is/are specifically incorporated into this Agreement.

## 8. RELATIONSHIP OF THE PARTIES

The parties acknowledge and agree that nothing contained in this Agreement will create any employment, agency, partnership, or joint venture relationship. Performer is an independent contractor of Producer. Neither party has the authority to bind the other.

### **Performer declares under penalty of perjury, pursuant to U.S. law, that: (Initial Each)**

\_\_\_\_\_ I read, write, and comprehend the English language, and I have read the foregoing and fully understand the meaning and effect of the terms and conditions of this Agreement.

\_\_\_\_\_ I am eighteen (18) years or older, of sound mind and body, fully authorized to execute this document, and fully intend to be legally bound by this Agreement.

\_\_\_\_\_ I voluntarily enter into this Agreement of my own free will. I am not under the inducement of any promise not set forth herein nor am I the victim of any coercion, fraud, or deception.

\_\_\_\_\_ I am not under the influence of any intoxicating or mind-altering substance, including but not limited to alcohol or drugs (whether prescription or illegal), nor have I consumed or used the same in the previous 24 hours, and I understand that these substances are not allowed on the premises of the production.

\_\_\_\_\_ I have provided only correct and valid information, including government-issued photo ID.

\_\_\_\_\_ I agree to cooperate with Producer to confirm any and all information in this Agreement, and I agree to provide any additional identifying information requested by Producer such as a secondary form of identification.

\_\_\_\_\_ I explicitly consent to undergo a background check if requested by Producer to do so.

\_\_\_\_\_ I am legally entitled to render the services contemplated by this Agreement in the location of the Project. I am not under any legal restraint to render the services contemplated under this Agreement whether by virtue of law, nationality, prior agreement or otherwise. I have not made and shall not hereafter make any agreement with any third party which could interfere with or affect Producer's exploitation of the services rendered hereunder or the full performance of my obligations hereunder. No rights of any third party are or will be violated by my entering into or performing services under this Agreement.

\_\_\_\_\_ I understand that the Project is sexually explicit in nature and recognize that the material produced is intended to be made commercially available to the public.

\_\_\_\_\_ With full knowledge of the risks involved, I release Producer, its employer, employees, agents, attorneys, successors, and assigns from any and all claims arising out of this Agreement or the use of the Project including, without limitation, claims based on right of sexual harassment, sexually transmitted diseases or infections (including HIV/AIDS) (hereinafter “STD”), transmissible viruses including but not limited to COVID-19, pregnancy, reproduction, and all other such claims whether or not listed above.

\_\_\_\_\_ My performance of sexually explicit activities is completely voluntary. I have been sufficiently compensated by Producer for the right to record, photograph, and publish the Project and for such other rights set forth herein. I understand that my image and likeness may be published on the Internet and other media for public viewing and portrayed in a sexually explicit manner.

\_\_\_\_\_ I agree to execute and deliver all documents and instruments and to perform such further acts as may be necessary to carry out the agreements set forth herein including but not limited to Records Keeping Compliance forms mandated by 18 U.S.C. §§ 2257 & 2257A, and/or 28 C.F.R. Sec. 75.1, et seq., as amended. If I fail or refuse to execute and deliver any such documents within five (5) days of such request, Producer will have and is hereby granted the right and authority to execute the same in Performer’s name as Performer’s attorney-in-fact. The foregoing will be construed as a power coupled with an interest and is irrevocable.

\_\_\_\_\_ I do not have any health condition, virus, or STD that would expose myself or others to negative health conditions from engaging in close physical contact including intimate sexual activities with me. I specifically warrant and represent that I do not have COVID-19 or any known STD. I obtain routine STD tests, and consent to sharing the results of those tests with Producer.

**Performer agrees to the following materials, poses, and themes: (Initial all that apply)**

\_\_\_\_\_ Full Nudity

\_\_\_\_\_ Cum On Face

\_\_\_\_\_ Masturbation

\_\_\_\_\_ Cum On Body

\_\_\_\_\_ Vaginal Penetration

\_\_\_\_\_ Cum Inside

\_\_\_\_\_ Anal Penetration

\_\_\_\_\_ Male Partner

\_\_\_\_\_ Double Penetration

\_\_\_\_\_ Female Partner

\_\_\_\_\_ Toys

\_\_\_\_\_ Threesome

\_\_\_\_\_ Oral

\_\_\_\_\_ Group

**Performer also agrees to the following materials, poses, or themes:**

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**Performer refuses to take partake in the following materials, poses, or themes:**

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**MILLENNIUM TGA, INC.**

**PERFORMER:**

\_\_\_\_\_  
Print Name of Producer's Representative

\_\_\_\_\_  
Print Name of Performer

X  
\_\_\_\_\_  
Signature of Producer's Representative - Optional

X  
\_\_\_\_\_  
Signature of Performer - Required

\_\_\_\_\_  
Title of Producer's Representative (if applicable)

\_\_\_\_\_  
Date