

## RELEASE AND WAIVER

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In Consideration of the possibility of appearing on Sound Behavior Radio (radio program) currently titled Sound Behavior (the "Program") and for other valuable consideration received. I grant Sound Behavior, its assigns, licensees and successors, the irrevocable right to use, re-reuse, adapt, modify, exhibit, distribute and otherwise exploit, my name, likeness, image, photograph and voice, in any and all manner, media or formats now known or hereafter devised, in whole or in part, as edited and otherwise altered at the sole discretion of Sound Behavior, its licensees or assigns, throughout the world, in perpetuity, in connection with the Program and in connection with advertisements, brochures, websites, marketing and promotional materials for the Program (the "Materials").

I acknowledge that Sound Behavior shall be the owner of the Program, the Materials and all uses and rights thereto for all purposes and that I have no rights to the Program, the Materials or Sound Behavior's uses and no right to receive any compensation or consideration for any uses by Sound Behavior. Nothing herein obligates Sound Behavior to use any of the rights set forth herein.

I agree to indemnify and hold harmless Sound Behavior from and against all claims, losses, expenses and liabilities of every kind, including reasonable attorneys' fees, arising out of the inaccuracy or breach of any provision of this Release and Waiver.

I expressly release Sound Behavior from any and all claims arising out of the use of my name, likeness, or voice, including but not limited to, invasion of privacy, defamation and infringement of the right of publicity.

This Release and Waiver will in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the State of North Carolina, represents the entire understanding of the parties and may not be amended unless mutually agreed to by both parties in writing.