

**APPEARANCE RELEASE**

This is an agreement between myself and Inventive Media, LLC (including its licensees, successors and assigns, and each of their respective parents, subsidiaries, agents and affiliates) (collectively, "Producer"). In exchange for the opportunity to be part of the audio/visual program currently titled "Oprah's Book Club" (the "Program"), I agree to the following:

1. I irrevocably grant to Producer the right to record and photograph me and to use my name, likeness, photograph, voice, information about me, and any material that I contribute (collectively, the "Materials") in connection with the Program and other productions. I further grant to Producer and any platform of Apple Inc. and its subsidiaries (collectively, "Exhibitor") and its advertisers, the right to use the Materials throughout the universe, in perpetuity, in any and all media now known and hereafter devised, in any manner including in connection with the promotion, marketing, and advertising of the Program, other productions, Exhibitor, Exhibitor's products and/or services and in merchandise, sound recordings, commercial and promotional tie-ins and partnership marketing campaigns and the right to edit, dub, adapt, change and alter the Materials in any way that Producer or Exhibitor elects.

2. I agree that Producer shall own all of the rights to the Materials, and the Materials will be a "work for hire" by me for Producer. I assign and transfer any rights, including copyright, I may have in the Materials to Producer. I waive any right to object to any use (including any editing/dubbing/fictionalization) of the Materials by Producer or Exhibitor for any reason. I understand that my actions, the actions of others, and any information revealed about me may be private, sensitive, defamatory, disparaging, embarrassing or unfavorable. I consent to, and assume all risks of, Producer's inclusion of any such information or material in the Program or otherwise in its sole discretion, even if such inclusion might otherwise constitute an actionable tort.

3. I voluntarily and knowingly give my permission and authorize Producer and Exhibitor and all their employees, assignees, licensees, agents, consultants, and affiliated parties (together, "Companies") to use and redisclose any medical and health information, diagnoses, test results, advice, treatment, and/or other materials and assessments (collectively, the "Medical Information") that I have disclosed to Companies, that otherwise would be protectable under federal, state and/or local laws, and any and all audio/visual recordings of me receiving, disclosing or discussing such information, and medical diagnoses, treatment and/or advice from any healthcare provider, for purposes of producing, promoting, broadcasting, distributing and otherwise exploiting Program. I understand that the law requires individuals and organizations such as physicians, hospitals and health plans to keep my health information confidential. I expressly waive any and all rights that I would otherwise be entitled to pursuant to the Health Insurance Portability and Accountability Act of 1996 or other rules or laws regarding the dissemination of private medical information. I understand that any such information which is received by Producer may be disclosed and re-disclosed to anyone, including the general public, and that I shall not have any rights of privacy or privilege with respect to any such information. I understand that by agreeing to this authorization, I am waiving (giving up) rights I ordinarily would have to (i) keep my Medical Information confidential, and (ii) prevent Companies from utilizing the Medical Information in, and in connection with, the Program. I knowingly and freely waive these rights, and consent to the Companies' dissemination of the Medical Information to third parties for use in and in connection with the Program. I release the Companies from any and all damages, claims or other injury that may be caused to me as a result, including, without limitation, any claims for invasion of my right to privacy, and any breach of confidentiality or breach of a confidential relationship. My releasing Medical Information is voluntary.

4. I represent and warrant that any statements made by me during my appearance are true, to the best of my knowledge, and that neither my statements, nor my appearance or any of my actions will violate or infringe upon the rights of any third party. I represent and warrant that I am at least eighteen (18) years of age (or, if not, that my parent or legal guardian has agreed to the foregoing and signed below). I agree that: (a) I am not an employee of Producer and I am not entitled to any employment benefits; and (b) my appearance in the Program is not subject to any union or guild collective bargaining agreement or any benefits of such agreement. Producer has no obligation to me and is under no obligation to use the Materials. If I receive anything of value in connection with the Program, I shall be responsible for all taxes and other obligations therefrom.

5. I have not given or agreed to give anything of value to anyone so I can be in the Program and understand it may be a federal offense not to tell Producer prior to exhibition if I had. I shall not mention or "plug" any commercial product or service in the Program without Producer's prior permission. I shall not make any commercial or other use of any Materials or the fact that I appeared in the Program. I shall not discuss the Program with any third party without written permission of Producer and Exhibitor. All provisions hereof concerning my participation, the Materials, and the Program (including, without limitation, the premise and concept of the Program) shall be kept strictly confidential by me and my representatives. Neither I nor my representatives shall issue any press releases or public statements about Producer, Exhibitor, the Program or my participation hereunder, without Producer's and/or Exhibitor's prior written permission. Neither I nor my representatives shall use Producer's and/or Exhibitor's or any of their affiliated companies' name, logo, trademark or other proprietary mark in any manner without Producer's and/or Exhibitor's prior written approval. I agree to abide by any other security, confidentiality, and social media policies provided by Producer or Exhibitor in writing.

6. **RELEASE, AGREEMENT NOT TO SUE & INDEMNITY.** To the maximum extent permitted by law, I (on behalf of myself and my heirs, executors, agents, successors or assigns) agree to release from liability, never sue, and bring no proceedings

of any kind against Producer, Exhibitor, and/or any of their parents, subsidiaries, assignees, licensees, affiliates or anyone associated with the Program (the "Released Parties") for any claims, actions, damages, losses, costs, expenses or causes of action whatsoever that in any way relate to this Agreement, or the creation, use, or exhibition of the Materials or the Program, on any legal theory (including, without limitation, failure to adequately compensate me, infliction of emotional distress, personal injury, rights of privacy and publicity, defamation, or false light), regardless of whether caused by the negligence or willful misconduct of the Released Parties (collectively, the "Released Claims"). I will defend and indemnify the Released Parties from any Released Claims and any breach or alleged breach by me (including breaches by me of this paragraph 6) relating to this Agreement. I shall be liable for any attorney fees and costs incurred by the Released Parties in connection with any claim or lawsuit I may bring in violation of this Agreement.

7. I acknowledge that there is a possibility that after the execution of this Agreement, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time of execution, and which if known by me at that time may have materially affected my decision to execute this Agreement. I agree that by reason of this Agreement, and the releases contained in the prior paragraphs, I am assuming any risk of such unknown or unsuspected facts and claims.

8. I agree that my sole remedy in the event of any claim against Producer and/or Exhibitor, or its advertisers, shall be the recovery of damages and in no event shall I seek or be entitled to rescission, injunctive or other equitable relief. The termination of this Agreement, for any reason, shall not affect Producer's and/or Exhibitor's rights in the results and proceeds of the Materials or Program. This paragraph shall survive the termination or the expiration of this Agreement.

9. Producer may license, assign, and transfer any or all rights in this Agreement to any person or entity. I may not license, assign or transfer this Agreement or any of my rights or obligations herein to any third party, and any such purported license, assignment or transfer shall be null and void. This is the entire agreement between Producer and me, and it supersedes all prior oral or written communications. I am not relying on any promise or statement, express or implied, that is not contained in this Agreement. The illegality, invalidity or unenforceability of any specific provision shall in no way affect the remainder of this Agreement. This Agreement cannot be terminated, rescinded or amended, except by a written agreement signed by both Producer and me. It may be executed by original or electronic signature. Without regard to the conflicts of law provisions, New York law shall govern the entire relationship between the parties, including, but not limited to, any breach of contract, tort or other claims relating to this Agreement or my appearance on the Program. The parties submit to the in personam jurisdiction of the Supreme Court of the State of New York located in New York County and the United States District Court for the Southern District of New York, and waive any objections thereto.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Nathan Galvin

Print Name: \_\_\_\_\_ Date of Birth\*: \_\_\_\_\_

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

If participant is under 18 years of age: The undersigned represents and warrants that they are the parent(s)/guardian(s) having sole and complete legal custody, care and control of the above-named minor and give permission for such minor to enter into this Agreement. I have read and fully understand this Agreement and expressly approve of, and consent and agree to the minor's execution of the Agreement and his/her undertakings and obligations in the Agreement and will not revoke consent during the minority of the minor. I affirm all representations and warranties made in this Agreement and guarantee the performance of this Agreement by the minor and represent and warrant that the minor will not disaffirm the Agreement at any time during or after minority. I release, discharge and indemnify the Released Parties from all liability, damages, and claims made by or on behalf of the minor arising out of or in connection with the minor's participation in the Program or relating to the subject matter of this Agreement and this parental consent (other than as may be expressly provided for in the Agreement), including but not limited to negligence and all other released claims identified in paragraph 6 of this Agreement.

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Print Name of Parent or Guardian: \_\_\_\_\_ Date of Birth\*: \_\_\_\_\_

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

\* For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.