

IMAGE, VIDEO, AND AUDIO RECORDING RELEASE AGREEMENT

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Grantor represents and warrants the following: (i) Grantor has the right to grant the rights to Epson, as outlined herein, and to fully perform its obligations under this agreement; (ii) Grantor's artworks, including all video, audio and performances, shall be created solely by the Grantor; (iii) Grantor's artworks will not infringe upon the copyright or any other right or interest of any third party; (iv) Grantor has obtained all necessary permissions and licenses to use and to grant Epson the right to use all third party owned content contained within Grantor's artworks; (v) Grantor has not misrepresented or concealed anything with respect to his or her background that may have a prejudicial effect on the value of the endorsement and will not during the term of this Agreement engage in conduct contrary to the best interests of Epson; and (vi) Grantor's statements reflect his/her honest views and experience(s) with Epson products, and if requested by Epson, Grantor will furnish appropriate testimonial affidavits confirming the same.

Grantor understands that Epson is under no obligation to use the Works or any portion thereof, or Grantor's likeness, at any time. Grantor hereby waives any right to inspect or approve the Works or the Materials incorporating or referencing such Works. Grantor further waives any claims that it may have to the eventual use to which such Works may be applied. Grantor irrevocably waives all rights and releases Epson and its parent and subsidiary companies, directors, officers, employees, affiliates, and agents from, and shall neither sue nor bring any proceeding against any such party for, any claim or cause of action, whether now known or unknown, arising out of or in connection with the use and exploitation of such Works, including but not limited to, any claims for defamation or invasion of right to privacy, publicity, or personality.

Grantor understands that it will not receive, and it has no right to, any compensation in connection with the Works. Grantor understands and acknowledges that this Agreement shall be governed by and interpreted under the laws of the State of California and that the courts of Los Angeles County shall have exclusive jurisdiction over any and all claims in connection with this Agreement and the Works.

I hereby represent that I am at least eighteen (18) years old, to the best of my knowledge, my statements in the Works are true and correct, I have read and fully understand the contents of this Image, Video and Audio Recording Release Agreement, and I have all necessary rights and permissions to provide content for the Works and to reference and use any trademark/logos in the content and artworks I use for the Works.