



2019 Scripps National Spelling Bee Appearance Consent and Release Agreement

This agreement (the "Agreement"), upon its full execution and in consideration of the involvement of _____ (the "Participant") in the 2019 Scripps National Spelling Bee (the "Bee"), shall confirm the following understandings between the Bee and the Participant.

1. Participant agrees that, for 365 days following the 2019 Scripps National Spelling Bee, (a) Participant will not appear publicly with or for candidates running for any elected office; and (b) Participant must receive the consent of the Bee for appearances in any national or international distributed media, including, but not limited to: radio, national and local broadcast or television media, cable networks, the Internet and/or other digital or electronic distribution.
2. Participant grants to the Bee, its parent, subsidiaries and affiliates, and their licensees, successors, assigns, agents, employees, officers, directors, shareholders and those for whom they are acting, Participant's consent and the absolute, irrevocable, unrestricted right and permission to: (i) record and tape his/her participation, appearance or interview (individually and collectively referred to as "Production") made in connection with the Bee; and (ii) copyright in the Bee's name, record, reproduce, broadcast, distribute, edit, publish, exhibit, disseminate, couple and use in any way throughout the universe and in perpetuity, the audio and/or visual portions of any videotape, film, pictures, negatives, prints, photographs, stills or other recordings of the Production, and any reproduction thereof, including the right to broadcast or publish and perform master recordings featuring his/her picture or voice for use through any medium or media now known or hereafter devised including, but not limited to, theatrical release, home video release (including, but not limited to, cassette, laser disc, DVD, CD-ROM or other means), television (including, but not limited to free, pay-per-view, cable, broadcast, subscription, video on demand, near video on demand, interactive, satellite or community), radio (including, but not limited to, satellite and terrestrial radio), the Internet (including but not limited to apps such as Facebook, Instagram, Snapchat and other similar social media platforms), any wireless distribution technology or service, digital transmissions to any interactive digital downloading and streaming media (including but not limited to CD-ROM and recordable DVD), non-theatrical television (including, but not limited to hotels, institutions, military establishments, embassies, in-flight and on other transportation vessels) and for advertising, publicity, promotion, trade, programming or any other lawful purpose whatsoever related thereto. Participant acknowledges that Participant's appearance at the Bee does not constitute a performance, and Participant shall not be entitled to any compensation for any Production, nor shall any guild or union payments be made for use or reuse of such Production.
3. Participant irrevocably grants in perpetuity to the Bee the right to use Participant's name, likeness and biography, taken from the Production or otherwise, in promotional materials of any kind in connection with

the Production and the Bee. The foregoing rights and permissions shall be exercisable in whole or in part, at the sole discretion of the Bee. Participant agrees that the Bee is the sole owner of the Production.

4. Participant waives any right to inspect or approve any Production or derivative or use thereof.
5. Participant agrees that the Bee is not obligated to exploit any or all of the rights granted in this Agreement.
6. Participant hereby releases, discharges and agrees to hold harmless the Bee, its parent, subsidiaries and affiliates, and its and their licensees, successors, assigns, agents, employees, officers, directors, shareholders and those for whom they are acting, from any liability, loss, damage (including consequential damages), costs, loss of services, claims, including without limitation attorney's fees and costs, incurred by any such release that arise from or relate to: (a) Participant's participation in the Bee; or (b) the contents, production, broadcast or use of the Production, or use of any portrait, picture, recording (audio or visual) of him/her or of any scene or sequence in which his/her likeness appears.
7. Participant agrees to indemnify, defend and hold the Bee harmless from any liability arising or resulting from any statement or action made or taken by him/her at the Bee or in connection with the Production.
8. This Agreement contains the entire understanding of the parties, and may be modified or amended only by a written agreement executed by both parties. This Agreement and all disputes arising from or related to this Agreement or its subject matter shall be governed, resolved and remedied in accordance with the laws of the State of Ohio.

Agreed to and consented to by Participant:

Signature

Date

Printed Name

Agreed to and consented to on behalf of Participant by Participant's parent or guardian:

Signature

Date

Printed Name

Address

Telephone Number