

GENERAL APPEARANCE RELEASE FORM
THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS AND
RESPONSIBILITIES
PLEASE READ IT CAREFULLY BEFORE SIGNING

WBRE and WYOU Appearances (the “Appearances”)
Pa Live, Weekdays at 4:00 PM - 5:00 PM on WBRE Ongoing

In full and complete consideration of appearing on and/or participating in the Appearances, I hereby agree as follows:

1. I hereby grant to Nexstar Broadcasting, Inc. (“Nexstar”) and television broadcast station WBRE and WYOU, licensed to the Wilkes-Barre / Scranton Designated Market Area (the “Station” and together with Nexstar, the “Company”), Mission Broadcasting Inc., and their successors, licensees and assigns, for good and valuable consideration, receipt and sufficiency of which I hereby acknowledge, the irrevocable, non-exclusive right, but not the obligation, with or without my knowledge, in perpetuity and throughout the universe, to film, tape, photograph, record, exhibit, display, edit, distribute, sell, own, utilize, alter and otherwise use my appearance, name, likeness, voice, singing voice, conversations, sounds, signature, biographical data, personal characteristics, personal identification and any other information or materials provided by me (including any video or sound recordings I provide) (collectively, the “Images”) to the Company in and in connection with the Appearances, in any and all media, whether now known or hereafter devised including, in any Company Appearance(s), the Internet, Web sites, mobile applications, social media, advertising, promotion, marketing, merchandising, distribution, publication, and all other types of exploitation, or in any other manner in the Company’s sole discretion, or to refrain therefrom. The Company shall also have the unrestricted right to edit, delete, and/or dub the content and text of any recordings of the Appearances and any video or sound recording or other materials that I submit in connection therewith as the Company sees fit in its sole discretion.

2. To the extent I perform any music, read any literary pieces and/or submit any photographs, audio, video or other artistic works to the Company, whether original or otherwise, I hereby represent and warrant that I own, control or have obtained all rights (including all copyrights) in and to all such materials (“Materials”) and I hereby grant the Company, without charge, the rights necessary to use all such materials in connection with the Appearances in any and all media now known or hereafter devised for any purpose throughout the universe in perpetuity. I further confirm that the Company’s use of the Materials will not infringe upon the rights of any person or entity.

3. I understand and acknowledge that all submissions of Materials will not be returned to me.

4. I understand, acknowledge and agree that the Company retains final editorial, artistic and technical control of the Appearance(s) and the content of the Appearance(s) and that no portion of the Appearance(s) or any related material needs to be submitted to me for any approval and the Company will have no liability to me for any distortion or illusionary effect involving the Images. I further understand, acknowledge and agree that the Company and its licensees and assignees will own all right, title and interest, including the copyright, in and to the Appearance(s) and all related materials, to be used and disposed of, without limitation, as the Company, in its sole discretion, may determine.

5. I agree to follow all rules, directions and instructions given by the Company in all matters relating to, and/or in connection with, the production of the Appearance(s), which are subject to change at the Company's sole discretion.

6. To the maximum extent permitted by law, I agree that I will not sue the Company or anyone because the Company did not take or use the Images or because I do not like the manner in which the Company and/or its licensees or assignees took or used the Images or used the Images in the Appearance(s). In addition, I understand that my appearance and/or participation in the Appearance(s), and any travel by me in connection with the Appearance(s), is at my own risk. I, for myself and on behalf of my heirs, executors, agents, successors or assigns, hereby release, indemnify, hold harmless, promise not to sue, and forever discharge the Company, and any affiliated companies, as well as the world wide web platforms on which the Appearance(s) is broadcast or otherwise exhibited or distributed and the sponsors thereof, and each of their respective officers, directors, agents, representatives and employees (the "Released Parties"), from any and all claims, actions, damages, losses, liabilities, costs, expenses, injuries, or causes of action whatsoever, including attorneys' fees, that in any way are caused by, arise out of or result from this agreement, my appearance and/or participation in the Appearance(s), the Images, the Materials, or in the advertisements, the creation of the Images, my presence at or travel to any location in connection with my appearance and/or participation in the Appearance(s), or the broadcast or other exhibition of the Appearance(s), the Images, the Materials, or the advertisements, on any legal theory whatsoever (including, but not limited to, 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 or anyone else connected with the Appearance(s) or the Images. I will defend, indemnify and hold the Released Parties harmless from any and all such claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action, as well as all claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action that in any way are caused by, arise out of or result from any breach or alleged breach by me of any of the representations, warranties or covenants made by me in this agreement.

7. I represent and warrant that I am over 18 years of age and therefore can grant the rights hereunder and that the rights granted hereunder will not conflict with or violate any commitment, agreement, or understanding I have with any other person or entity.

8. This agreement shall be interpreted under the laws of the state of Pennsylvania without regard to the conflicts of law provisions thereof. The illegality, invalidity or unenforceability of any provision shall in no way affect the validity or enforceability of any of the remainder of this agreement, which shall be enforced to the maximum extent permitted by law.

AGREED AND ACCEPTED:

Signature: _____

Date: _____

Printed Name: _____

Phone: _____

Address: _____

Email: _____