

## PERFORMER AGREEMENT - 2257 COMPLIANCE

### IMAGE AND LIKENESS

**Permission;** The undersigned Performer hereby certifies that:

1. I am of sound mind and body, acting of my own free will and fully understand the terms of this document, and legally able to execute this document;
2. I have agreed to be photographed, recorded, or videotaped, and audio recorded by or on behalf of the Producer in connection with my participation in the Content and that I have done so of my own free will and volition and was not coerced to do so, nor under duress to do so;
3. I fully understand the explicit sexual nature of the Content and of the Site(s) on which it may be uploaded to and consent to appear (fully, partially nude or non-nude, actively participating or not in the sexual acts) in the Content;
4. Producer ascertained, by examining multiple validly issued government identification bearing a recent, clear and recognizable photograph of me (with no alterations) that included a visible **date of birth, expiration date**, and my **full legal name**, that I am at least **eighteen (18) years old** (or over the age of majority and legal consent in the jurisdiction in which I live or reside on the date hereof);
5. the government identification referred to above was validly issued, unexpired, and has not been altered;
6. that a picture of me holding this document and the government identification referred to above was taken by or on behalf of Producer on the date hereof or before; and
7. at the time the Content that features me was created, I was at least eighteen (18) years old (or over the age of majority and legal consent in the jurisdiction in which I lived or resided at the time that the Content was created);
8. I grant the Producer the permission to use, reproduce, sell, license, or otherwise distribute and publish the Content on Sites in perpetuity throughout the world, without needing any third party permissions for financial and non-financial gain.
9. I agree to and authorize the Producer to upload and publish the Content online and in print to be displayed, sold, marketed, or otherwise made available for access on the Internet, to specific adult oriented or non-adult oriented sites, its related subdomains, or websites or through other websites operated by partnered or networked entities of the Site's operator.
10. I understand that the Content may be searchable by the Site's users and others through the Site itself, and that the Content may be searchable by publicly available search engines.
11. I grant the Producer the permission to provide a copy of the government identification referred to above to the Site's operators or agents for compliance purposes solely in connection with the Content and understand that the Site's operators or agents may be required to disclose such government identification in order to comply with any applicable laws, regulations, valid

legal process or governmental request (such as a court order, search warrant, subpoena, civil discovery request, or statutory requirement). I agree to and authorize the Site's operator collecting the identifiers I submit to Producer (including government- issued photo identification as well as other documentation) in order for the Site's operator to verify, whether itself or through third-party services, the authenticity of the identifiers I provided Producer and to verify my identity. I hereby release, discharge, indemnify and hold harmless the Site from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to my participation in the Content which is uploaded on the Site.

12. I represent and acknowledge that I am solely responsible for the nature of the Content in which I decided to participate in and that I am solely responsible to bear all risks associated with my participation in the Content.

### **Terms and Conditions**

13. I, the undersigned Performer, (hereafter Performer) do hereby voluntarily authorize and give permission to Company/Producer below (hereafter Producer) to the exclusive use of: photographs, video, electronic and digital reproductions in any form of my person or personal property.

14. From the date of the execution of this General Release and Authorization, the undersigned hereto does hereby grant, release, and assign to Producer any and all claims of right whatsoever in and to all photographs or printed materials of the undersigned or by the undersigned and delivered to Producer for any purpose chosen by Producer.

15. From execution hereto and for value received and acknowledged below by Performer, Producer shall exclusively and irrevocably own in perpetuity all right, title, and interest, including copyright in and to the digitized photographs, reproductions, video, and any digitized printed material of the undersigned with no rights expressly reserved by the Performer. Unless either wise stated in section **Compensation**.

16. Performer also grants Producer and Producer's assignees the right to use Performer's name, likeness, voice, appearance, and performance as embodied in the Product whether recorded on or transferred to videotape, film, slides, photographs, audio tapes, or other media, now known or later developed. This grant includes without limitation the right to edit, mix, or duplicate and to use or re-use the Product in whole or part as Producer may elect.

17. Producer or its designee shall have complete ownership of the Product in which Performer appears, including copyright interests, and Performer acknowledges that they have no interest or ownership in the Product or its copyright.

18. Performer also confirms that they have the right to enter into this Agreement, that they are not restricted by any commitments to any parties, and that Producer has no financial commitment or obligations to Performer as a result of this Agreement besides mentioned in **Compensation**.

### **NUDITY**

**19. Nudity/Sex Acts:** It is understood between the parties that, with respect to services to be rendered by Performer, for the consideration set forth in the Agreement, such services shall require Performer to appear nude and/or semi-nude, and/or perform simulated and or real sexual act(s), as the case may be, in the Picture. The general description of the extent of such nudity, and the type of physical contact required in such designated simulated sex acts, is attached as “Exhibit A”.

**20. Performers Consent to Nudity/Sex Acts:** Performer agrees and consents to render the services set forth above and hereby affirms that Performer agrees to appear nude and/or semi-nude and to perform such simulated and or real sexual act(s).

**Exhibit “A”** Improvised scenes. All movement and angles created by crew and performers will be created on the spot, in the moment unless previously discussed.

**COPYRIGHT:** I hereby give all clearances, copyright, and otherwise, for use of my name, likeness, image, voice, appearance, and performance embodied in the Product. I expressly release and indemnify Producer and its officers, employees, agents, and designees from any and all claims known and unknown arising out of or in any way connected with the above granted uses and representations. The rights granted Producer herein are perpetual, worldwide, and survive my death and any other occurrence. And Agree to not seek copyright in the future, either directly or through other parties. Unless either wise mentioned in Compensation.

## **COMPENSATION FOR PERFORMER**

- a. Crediting within the video
- b. crediting within the promotional material at Producer’s discretion
- c. footage and pictures
- d. the right to distribute the material as Performer sees fit without post consent of this agreement from Producer; for financial gain in perpetuity throughout the world; but may only distribute privately on platforms which allow payment collection; such as any pay per view businesses. Or stated either wise; that the Performer may not provide the material for free of charge view unless for portfolio purposes.

**LIABILITY INSURANCE** The Production and/or the Producer(s) may or may not acquire insurance on behalf of the Performer, employees, agents or any other persons engaged in the business interest of the Production against and liability asserted against them or incurred by them while contracted. The Performer is allowed to provide any personal Insurance they see fit; that they feel may be needed for their participation. The cost of the insurance will be borne by the Performer.

**LIABILITY** As the undersigned, I fully recognize that there are dangers and risks to which I may be exposed to by participating in connection with the Production. I understand that the Producer will take any and all measures to fully train me in carrying out any and all tasks, in connections with this movie, whether be directly or indirectly involved, and any other training not mentioned within this Agreement. I agree to participate in the Production knowing I will have training provided by those whom are qualified to carry out any dangerous or hazardous

situations that are presented to me, to be carried out within the Production and or for the Production.

I agree to take on all the risks and responsibilities, knowing that I have been fully informed of all risks in any way arising from the Production. I release the Producer, and their Assignees from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, if occurring, whether now known or unknown arising from or in connection with the Production, including any injury or harm to me, my death, or damage to my property(collectively “**Liabilities**”), I am giving up all rights to sue the Producer, and their Assignees for injuries, damages or losses I may incur; whether financial or not. I understand that this agreement binds my representatives(if any), and assignees(if any), as well as myself and my family and friends. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require; but I am not required to obtain any for myself as a condition of joining the production.

In asking for a waiving of Rights to sue; the Producer and their Assignees; will take all necessary precautions to see that no injury comes to anyone in connection with the Production; by use of training provided by those whom are qualified, and the use of full Insurance coverage(which may or may not be available) for the Production while Principal Shooting and Reshoots(which may or may not occur), and ADR sessions which may or may not occur take place; where I am required to be present.

Production Insurance will be activated and utilized on a case by case basis and may or may not be used during any production day; on which I accept that I will be given notice of the use or non use of Insurance and accept full responsibility of my activities whether be Insured or Uninsured by the Production. If the Producers and their assignees do not provide Production Insurance, I will hold no grievance against them for not doing so; and if I have concerns for my safety and the well being of having Insurance to help with the possibility of personal damage or damage I may cause to the production whether physical or non-physical to the Production or other people; then the purchase of insurance of any kind is the sole responsibility of myself as the individual Performer. I will provide copies of my Insurance to the Producers at least two(2) weeks before Principle Photography begins; insurance which will cover damages if any that I may incur to my own property or the property of others, or entities.

No Performer will be liable to the Production, or to any Producers, for any mistake or error in judgement for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement or the Production.

## **UNDERSTANDING**

**21. Formation** By this Agreement the Performer enters into an Agreement (the “Agreement”) as a Contractor and not employee for the current project as listed below in “Current Title of Video” British Columbia, Canada (the “Act”) except as otherwise provided here.

**22. Names** The project in and of itself as the title and dialogue within the script may or may not be changed at a later date without notice or warning.

## 23. Declarations

I hereby represent and acknowledge that I am solely responsible for the nature of the Content in which I decided to participate and that I am solely responsible to bear all risks associated with my participation in the Content. I will not participate in any content that could be deemed illegal or illicit, or involving minors. Furthermore, I agree not to participate in content that could violate a third party's intellectual copyright or that violates another individual's privacy or image.

I hereby release, discharge and undertake to indemnify and hold harmless Producer and the Platform from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to my participation in the Content. Without limiting the generality of the foregoing, I agree that Producer has neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Content or my participation in the Content. I further release all rights to bring any claim, action or proceeding against Producer and the Platform.

I fully understand that the present declaration is binding upon my heirs and legal successors. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by both Producer and the Platform, and their respective successors and assigns.

I acknowledge that I have reviewed this Agreement in its entirety and understand its terms and, further, that I have had the opportunity to discuss this Agreement with my own counsel. This Agreement shall be deemed to have been jointly drafted by me and Producer, and in construing and interpreting this Agreement, no provision shall be construed and interpreted for or against any of the parties hereto because such provision or any other provision of the Agreement as a whole is purportedly prepared or requested by such party.

In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

I agree and understand that I am solely responsible to comply with all applicable laws and regulations in my location as well as all laws and regulations applicable to my participation in the Content.

I swear that the foregoing is true and correct and that each of the ID Documents which I have provided to the Producer were lawfully obtained by me and have not been altered in any way.

This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile copies or PDF copies sent by email of this Agreement and any signatures thereon shall be considered for all purposes as originals.

**Health and Safety:** You have the right to refuse any activity you deem unsafe and to use any measures wanted or needed to help make you feel secure. This is your responsibility as a contractor. By signing below you agree that you are not hiding any pre-known Sexually Transmitted Infection or Diseases that are communicable-if there are any medical issues please

list them below; which includes proper hygiene. It is also your personal responsibility; along with any other performer you may be working with, that if you are and have concerns about pregnancy to use the appropriate contraceptives. This is the responsibility of the performers and to be discussed with producers with regards to what is expected for each individual performance. By signing below you agree that you were not forced to perform any scenes with or without any form of contraceptive or safety precaution taken that you have not agreed to; I hereby irrevocably release the Producer, it's representatives, agents, employees, successors, assignees and licensees or any of them (the "Assignees") from any and all claims and demands for any matter related directly or indirectly to the Production or use of the Rights, including without limitation: for invasion or privacy, defamation and any other personal and/or property rights which may come of this Production to no fault of the Producers and Assignees, and I hereby waive the right to seek injunctive or other equitable relief against the Producer or the Assignees for any such matter. And that If there are medical issues which can affect other members of a production and you agree that you are of in no knowledge of having anything communicable STI or Diseases but do in fact have full knowledge but have not mentioned it here; then you will be held accountable and prosecuted to the fullest expense of the law.

**PERJURY** I the below-signed Performer do hereby certify and swear under unsworn declaration of perjury that the following is true and correct by my below signature and that I agree with such terms.

**CONSENT**

- a. (Performer’s initial)\_\_\_ **I am 18 years old or older at the time of recording.**
- b. (Performer’s initial)\_\_\_ **I have disclosed my correct legal name.**
- c. (Performer’s initial)\_\_\_ **I have produced legal identification cards which are not expired and will not expire from less than three months at the time of recording.**
- d. (Performer’s initial)\_\_\_ **I have not provided any false or misleading information.**
- e. (Performer’s initial)\_\_\_ **I consent to being filmed in this sexually explicit video.**
- f. (Performer’s initial)\_\_\_ **I consent to the publication/sale/distribution of this content in perpetuity by Brendon Knox for any and all platforms here now known or will be created in the future for financial gain.**

**Documents Required for Release:**

- \_\_\_ Copy of 1st ID with Picture, Date of Birth, Expiry Date, Full Legal Name; FRONT.
- \_\_\_ Copy of 1st ID with Picture, Date of Birth, Expiry Date, Full Legal Name; BACK.
- \_\_\_ Picture of Performer holding 1st ID beside face unobscured from glasses or hats.
- \_\_\_ Copy of 2nd ID with Full Legal Name; FRONT.
- \_\_\_ Copy of 2nd ID Full Legal Name; BACK.
- \_\_\_ Email.
- \_\_\_ Phone Number.
- \_\_\_ Address.
- \_\_\_ 2257/Release/Consent Agreement.

**Performer’s Full Legal Name Printed**\_\_\_\_\_

**Date of Birth**\_\_\_\_\_

**Performer’s Phone Number**\_\_\_\_\_

**Performer’s Email**\_\_\_\_\_

**Performer’s Address**\_\_\_\_\_

**Performer’s Stage Name**\_\_\_\_\_

**Performer’s Social Media/Website**\_\_\_\_\_

**Identification #1 Type, Issue By, Number**\_\_\_\_\_

**Identification #2 Type, Issue By, Number**\_\_\_\_\_

**Current Title of Video**\_\_\_\_\_

**Anonymity Requests:**

- \_\_\_ None. All content may show the Performer’s face, tattoos, or other identifying marks.
- \_\_\_ Please Crop or Blur Performer’s face.
- \_\_\_ Please Crop or Blur the following tattoos, scars, or other identifying marks:

**Performer’s Signature**\_\_\_\_\_

**Producer’s Signature**\_\_\_\_\_

**Date of this Agreement**\_\_\_\_\_