



APPEARANCE RELEASE AND CONSENT AGREEMENT

In consideration of the opportunity to be photographed, filmed, videotaped or otherwise recorded by Outside Interactive, Inc., with offices located at 1600 Pearl St., Boulder, CO 80302, (the “**Company**”) or any other Authorized Person (as defined below), and to potentially appear in multimedia projects of the Company resulting therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (“**I**,” “**me**” or “**my**”) hereby agree to the terms and conditions set forth in this Appearance Release and Consent Agreement (“**Agreement**”) as follows:

1. The Company and its affiliates, and its and their respective licensees, advertising, promotion and fulfillment agencies, successors and assigns, and the employees, officers, directors, consultants, agents and representatives of each of them (collectively, the “**Authorized Persons**”), are hereby authorized and permitted, and I hereby grant the irrevocable and unconditional right and license, to photograph, film, videotape, record (visually or audiovisually) or otherwise exploit (collectively, “**Recordings**”) my name, actual or simulated voice, persona, appearance, signature, photograph, portrayal, characteristics, professional and personal biographical material, image and/or actual or simulated likeness (collectively, my “**Likeness**”), and display, exhibit, transmit, broadcast, telecast, distribute, reproduce, publish, digitize, modify, alter, edit, dub, distort, adapt, add to, subtract from, portray, create derivative works of, exploit, sell, rent, license and otherwise use and permit others to use, in whole or in part, or alone or in conjunction with other material, such Recordings of my Likeness, and any and all other materials created by or on behalf of any Authorized Person that incorporate any of the foregoing (collectively, “**Materials**”), throughout the universe and in perpetuity, through any and all manners, formats or mediums now known or hereafter devised, including, without limitation, books, magazines and other print publications, electronic, magnetic and optical media, radio and television broadcasts, soundtracks, display, point-of-sale and other advertising and promotional materials, press releases and the internet, for any and all commercial or non-commercial purposes, including, without limitation, advertising, public relations, publicity, packaging and promotion of the Company and its affiliates and their respective businesses, products and services, without further permission or consent from, or royalty, payment or other compensation to, me or any other individual or entity.

2. I hereby acknowledge and agree that (i) all right, title and interest in and to the Materials will be the sole and exclusive property of the Company, and I hereby irrevocably transfer and assign to the Company all of my entire right, title and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers; (ii) no Authorized Person is obligated to make any actual use of any of the Materials in any multimedia project of the Company or otherwise or to exercise any right granted hereunder, and if any Material is so used all creative and other decisions regarding such use will be at the sole discretion of the Company; (iii) I have no right of review or approval in connection with any use of the Materials; and (iv) my appearance in any multimedia project of the Company is not, and will not be deemed to be, employment or an engagement to perform any services and there will be no royalty, payment or other compensation due to me or any other individual or entity in connection with any use of the Materials.

3. I hereby represent and warrant to the Company that (i) I have full power and authority to grant the Authorized Persons the rights and license set forth herein, in each case, without further permission or consent from, or royalty, payment or other compensation to, me or any other individual or entity; and (ii) the Authorized Persons’ use of the Materials and exercise of the rights and license granted hereunder do not, and will not, violate or infringe any right of, or conflict with or violate any contract with or commitment made to, any individual or entity, including any intellectual property right.

4. To the fullest extent permitted by applicable law, I hereby irrevocably release, waive, acquit and forever discharge the Authorized Persons, and each of their respective officers, directors, employees, contractors, advisors, agents, representatives, parent companies, subsidiaries, predecessors, successors and permitted assigns (collectively, the “**Releasees**”), from and against, and covenant not to sue any Releasee for, any and all awards, judgments, charges, complaints, grievances, losses, liabilities, obligations, promises, agreements, damages, actions, causes of action (whether in tort, contract or otherwise), claims, suits, rights, demands, fees (including, without limitation, attorneys’ fees and expenses), costs and expenses, of every kind and nature whatsoever, whether known or unknown, in law or equity (collectively, “**Claims**”), including, without limitation, for copyright or trademark infringement, infringement of moral rights, defamation, libel, slander, invasion of right of privacy, publicity or personality, intrusion, false light, public disclosure of private facts, intentional or negligent infliction of emotional distress, breach of any verbal, written or implied contract, tortious or wrongful interference with contracts or business, that I ever had, now have or may have, or hereafter have, may have or claim to have, against any Releasee in respect of or relating to (i) the Materials or any Authorized Person’s exercise of any rights granted herein or otherwise arising in connection herewith and (ii) any and all injuries to persons, death or damage to property, or any other Claims relating to my participation in the Recordings

and Materials, including those caused in whole or in part by the negligence of the Releasees or otherwise. I hereby agree to indemnify, defend and hold harmless the Releasees, to the fullest extent permitted by applicable law, from and against any and all Claims arising or resulting from or in connection with any breach or alleged breach by me of any representation, warranty, covenant or obligation contained herein. I hereby authorize Outside to seek on my behalf all reasonable medical and surgical care that might be necessary if I am unable to authorize such care myself as a result of injury.

5. Where applicable, I acknowledge and agree that Company shall not be responsible for any loss or damage to any of my personal property used in the Recordings unless caused by Company's gross negligence, and I expressly assume all risks of loss, damage or destruction of or to any of my personal property resulting from any such causes.

6. For purposes of this Agreement, the word "including" is deemed to be followed by the words "without limitation," and the word "or" is not exclusive. This Agreement constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Company may assign this Agreement and its rights and obligations hereunder, in whole or in part, to any party. This Agreement shall be binding on and shall inure to my benefit and the benefit of Company and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Denver, Colorado, and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

THIS AGREEMENT PROVIDES COMPANY WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING COMPANY TO PUBLICIZE, COMMERCIALY EXPLOIT, AND OTHERWISE USE YOUR LIKENESS AND NAME AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE COMPANY.

ACKNOWLEDGED AND AGREED:

Signature

Date

Printed Name

Email

IF YOU ARE UNDER THE AGE OF 18, THE FOLLOWING SECTION MUST BE COMPLETED:

I represent that I am the parent or legal guardian of the minor who has signed this Agreement. I hereby consent and agree that we both shall be bound thereby.

Signature of Parent or Legal Guardian

Date

Printed Name

Email