

WOODBURY STUDIOS LLC TOUR PARTICIPANT RELEASE

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I represent and warrant that I have the right to grant Woodbury Studios LLC and its designees, licensees, assignees, affiliates and related entities (“**Woodbury**”) all of the rights set forth herein without obtaining the permission of, or making any payments to, any third party or entity. I hereby agree to forever release and discharge Woodbury and its parents and affiliated entities (“**Released Parties**”) from, and covenant not to sue Released Parties for, any and all liability or claim or cause of action, whether known or unknown, for any property damage or loss, personal injury, libel, slander, defamation, invasion of right of privacy, publicity or personality, intentional or negligent infliction of emotional distress, illness, disability and death, breach of any verbal, written or implied contract, tortious or wrongful interference with any of my contracts or business, or any other claim or cause of action (whether based on the common law or federal or state statute) based upon or relating to my presence and participation in the Tour or in connection with the use of the Material or the exercise of any of the rights referred to herein or otherwise arising in connection with the Tour. I assume any and all risks relating to, and accept responsibility for, my participation in the Tour, including any property damage or loss, personal injury, libel, slander, defamation, invasion of right of privacy, publicity or personality, intentional or negligent infliction of emotional distress, illness, disability and death that I may suffer. I agree to indemnify and hold harmless Released Parties, from and against any liabilities, losses, claims, demands, suits, costs (including without limitation attorneys’ fees) and expenses arising in connection with any breach or alleged breach by me of any of the above representations, warranties, obligations or agreements hereunder or related to my participation in the Tour. I hereby waive any moral rights or “droits moral” I may have in the Material and/or my Likeness and any right of inspection or approval of my appearance or the uses to which such appearance may be put.

2. I hereby grant Woodbury the right and permission to photograph, film, reproduce, portray and/or otherwise exploit my name, appearance, image and/or actual (collectively, “**Likeness**”) in connection with Woodbury’s studio tour of *The Walking Dead* (the “**Series**”), including all footage thereof, currently entitled “*The Walking Dead Studio Tour*” (collectively the “**Tour**”), and to use the results and proceeds thereof including without limitation all video and audio recordings, photographs and/or film (collectively “**Recordings**”) produced by Woodbury captured on any such Recordings (such results and proceeds referred to collectively herein as the “**Material**”) as follows:

(a) To use, incorporate, broadcast, distribute, publish, and/or edit (in Woodbury’s sole discretion) the Material and/or my Likeness in connection with the Tour and/or any other project, in any and all media, in any and all forms and versions, now known and hereafter devised, throughout the universe and in perpetuity and in any ancillary exploitation thereof, including, without limitation, publications, soundtracks and merchandising, and in connection with publicity and advertising of and for the Tour. I shall have no rights of review or approval the exercise of the granted rights and Woodbury shall have the right to edit or delete the Material and/or my Likeness, juxtapose any part of the Material with any other materials, change the sequence of events, and make any other changes in the Materials as Woodbury chooses in Woodbury’s sole discretion; and

(b) To copyright the Material in Woodbury’s own name or in any other name (the Material shall be considered a “work made for hire”).

3. I acknowledge and understand the valuable and proprietary nature of the Tour and its elements and any information I obtain or learn as a result of attending the Tour, including but not limited to information, photographs and videos regarding the Series, Woodbury, actors, directors, producers, writers, sets, costumes, makeup artists, storylines and methods of production shall be considered “**Confidential Material**”. I further acknowledge that I may not publish, reveal, disseminate, disclose or cause to be published, revealed, disseminated or disclosed (herein “**Disclosure**”) any such Confidential Material to any person, firm or entity whatsoever by any means (herein “**Third Parties**”). I agree that any violation of the foregoing provisions shall constitute and be treated as a material breach of this agreement (the “**Agreement**”), which will cause irreparable harm to Woodbury and/or an exhibitor of the Tour entitling Woodbury to injunctive and other equitable relief (without posting bond) to prevent and/or cure any breach or threatened breach of this paragraph by me. I agree that from the date of this Agreement, I shall not make, or cause or authorize a third party to make, any statement or communication of any information (whether oral or written, whether I believe such statement to be true or untrue) that disparages or reflects negatively on Released Parties, Woodbury or Woodbury’s programming or any of Released Parties and/or Woodbury’s administrators, affiliates, employees, assigns, or licensees, whether prior to or after the expiration or termination of this Agreement. I acknowledge Woodbury’s substantial and valuable property rights and other proprietary interests in Woodbury’s exclusive possession, ownership and use of the Confidential Material. A breach of this Agreement shall render me liable to Woodbury for any and all damages and injuries incurred by Woodbury as a result thereof, and shall obligate me to account to Woodbury and turn over to Woodbury any and all monies, profits, or other consideration or benefits which I derive from any Disclosure or exploitation of any Confidential Material, without prejudice to any other legal or equitable rights or remedies that Woodbury may have as a result of a violation of the terms hereof.

4. I further agree that this Agreement shall be construed by and governed in accordance with the laws of the State of New

York and that, with respect to any dispute arising from this Agreement, sole and exclusive jurisdiction and venue (subject to the arbitration provisions below) shall lie with the state and federal courts located in the County of New York, State of New York. Woodbury may freely assign its rights and obligations hereunder as it deems appropriate. This Agreement constitutes our entire understanding and agreement with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto. This Agreement will inure to the benefit of and will be binding upon our respective affiliates, successors, licensees, assigns, heirs and representatives.

5. I warrant that I am at least eighteen (18) years of age (or, if not, that at least one (1) of my parents and/or my legal guardian has agreed to the foregoing and signed below) and that I have the full, complete and unrestricted right and authority to enter into this Agreement. I acknowledge that Woodbury will rely on this permission potentially, at substantial cost to Woodbury and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

6. This Tour will be monitored for recording. By participating, I agree not to use any video or audio recording devices, including, without limitation, cameras, and cell phones (together, the “**Recording Devices**”) that I am have with me except as permitted by Woodbury in designated areas throughout the Tour (the “**Designated Areas**”). I acknowledge that there will be security monitoring for such recordings during the Tour and I hereby consent to a physical search for Recording Devices if I am suspected of recording. If I use a Recording Device for recording outside of a Designated Area, I acknowledge that Woodbury has the right to confiscate my Recording Devices and may delete any photographs or recordings taken outside of the Designated Areas. I acknowledge that the use of flashes, tripods, selfie sticks and other specialist photographic equipment is prohibited. Any photographs or recordings I take in Designated Areas are for my own personal, private enjoyment and not for commercial use. I acknowledge that my recording of any audio or visual content by any Recording Device outside of the Designated Areas, or any other violation of this Paragraph 6, may subject me to criminal and/or civil liability, and that I will be escorted out of the Tour facilities immediately.

SIGNED: _____ **DATED:** _____

Print name

*Print date of birth**

Print all telephone numbers

Print all email addresses

* For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.

CONSENT OF PARENT OR GUARDIAN (IF APPLICABLE)

As the parent or guardian of the minor named above, I hereby expressly approve and consent to this Agreement and waive all obligations and rights which I may have in connection therewith. For good and valuable consideration, I hereby guarantee that the minor shall not at any time disaffirm the Agreement by reason of the minor's minority or otherwise and hereby agree to indemnify Released Parties from any and all loss arising from or relating to any claims made by or on behalf of the minor relating to the subject matter of this Agreement or from any and all loss arising from or relating to the breach of any guarantee(s) made by the undersigned in this parental consent. The consideration provided for and/or referenced in the Agreement shall be deemed to be the consideration in full for all rights granted to Woodbury and for all obligations undertaken pursuant to the Agreement and pursuant to this parental consent, not only by the minor but also by the undersigned.

Signature: _____

Date: _____

Print Name: _____

Phone: _____