

STEPHEN \$ 220

JERSEY SHORE PROJECT

APPEARANCE RELEASE

THIS RELEASE (this "Release") shall confirm that STEPHEN J 220 ("you"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted permission in perpetuity throughout the universe to 495 Productions, Inc., and its successors, assignees, licensees and designees (collectively, "Producer") to use reproduce, record, transmit, broadcast, exploit, publicize, exhibit, depict, simulate and portray your name, likeness, silhouette, personality, appearance, performance, depiction, portrayal, photograph and voice (collectively, your "Likeness") in and in connection with the television project currently entitled "Jersey Shore Project" (the "Program") and the advertising, promotion, exhibiting and other exploitation of the Program, and any and all ancillary rights associated therewith, by any and all means, media, devices, processes and technology of any nature whatsoever whether now known or hereafter devised (the "Rights"). Producer shall be the sole owner of all right, title and interest in and to all films, portrayals, photographs and recordings produced hereunder, including all copyrights therein, and any extensions and/or renewals thereof.

You hereby agree, on behalf of yourself and your heirs, next of kin, spouse, guardians, legal representatives, employees, executors, administrators, agents, successors and assigns, to release Producer, MTV Networks, their respective licensees, designees, successors, and assigns and each of their respective officers, directors, employees, contractors, partners, shareholders, representatives, members and agents, as well as any other participants in the Program, from all liability and obligations to you of any and all nature whatsoever, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, arising out of or in connection with the exercise of the Rights granted above, including, without limitation, any claims of injury, illness, damage, loss or harm to you or your property, or your death, and any claims of breach of contract, breach of any statutory or other duty of care owed under applicable laws, libel, defamation, slander, invasion of privacy, right of publicity or personality, misappropriation, intentional infliction of emotional distress, negligent infliction of emotional distress, infringement of copyright, or any other right and expense respecting this Release and the Rights granted by you herein.

You acknowledge and understand that the nature of the Program is such that Producer, for dramatic purposes, may make certain misrepresentations to you and others, which misrepresentations may relate to any and all topics of every kind and nature whatsoever (including without in any way limiting the generality of the foregoing the other participants). You acknowledge that, while such conduct might otherwise constitute an actionable tort, you have freely and knowingly consented to such conduct. You further acknowledge and understand that your participation in the Program may lead to emotional strains and pressures on you, your friends, your co-workers and/or your family, before, during and after your participation in the Program. Accordingly, you understand that, in and in connection with the Program, you may reveal and/or relate, and other parties may reveal and/or relate information about you of a personal, private, sexual, surprising, defamatory, disparaging, embarrassing and/or unfavorable nature that may be actual or fictional. You further understand that your Likeness in the Program, and your actions and the actions of others displayed in the Program, may be disparaging, embarrassing or of an otherwise unfavorable nature and may expose you, your friends, your co-workers and/or your family to public ridicule, humiliation or condemnation. You understand and acknowledge that you will be in close physical proximity to other participants who may, by virtue of the Program, or for other reasons, act unpredictably, including without limitation, exhibiting physical or verbal aggression toward you or other participants. You are voluntarily participating

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in the Program and related activities with full knowledge, appreciation and understanding of the personal risks involved and hereby agree to accept any and all risks of participating in the Program.

You agree that you shall be entitled to no additional consideration as a result of the exercise of the Rights granted herein and that Producer may rely upon this Release in preparing and exploiting the Program.

This Release shall also serve to confirm that you warrant and represent that you have all right, title and interest in and to the Rights granted hereunder, that you have the full right, power and authority to enter into this Release, and that Producer's exercise of the Rights shall not violate or infringe any rights of any third party.

Furthermore, you agree to indemnify and hold Producer harmless from and against any and all claims, liabilities, damages, costs and expenses, including attorneys' fees actually incurred, arising out of or in any way connected with a breach of any representation, warranty or agreement made by you herein.

You acknowledge that you shall be limited to an action for money damages for any breach of this agreement by Producer and you shall not be entitled to equitable or injunctive relief and in no event shall you be permitted to prevent or inhibit the broadcast, exhibition, distribution or other exploitation of any of Producer's productions, including but not limited to the Program.

The Rights granted herein include the right to use excerpts or stills from the Program which may contain the Likeness in any other television or motion picture production, internet production, publication, or recording.

This Release shall be construed and enforced in accordance with the laws of the State of California applicable to agreements of this nature and you hereby consent to the exclusive jurisdiction and venue of said State. You are familiar with and do hereby waive the provisions of Section 1542 of the California Civil Code (and similar provisions of other jurisdictions) which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

You understand that Producer shall have no obligation to produce, distribute or otherwise exploit the Program, and that if used, your Likeness need not be recognizable. All creative decisions regarding the use of your Likeness shall be at the sole discretion of Producer.

This Release sets forth our entire agreement with respect to the subject matter hereof and may not be modified unless in writing signed by both parties.

You hereby warrant and represent that you have every right to execute this Release on your own behalf and to grant the Rights granted hereunder. You acknowledge that you have read this Release prior to signing it and that you fully understand its contents.

ACCEPTED AND AGREED:

DATE: _____

DATE OF BIRTH: _____

NAME: (Please Print) STEPHEN IZZO

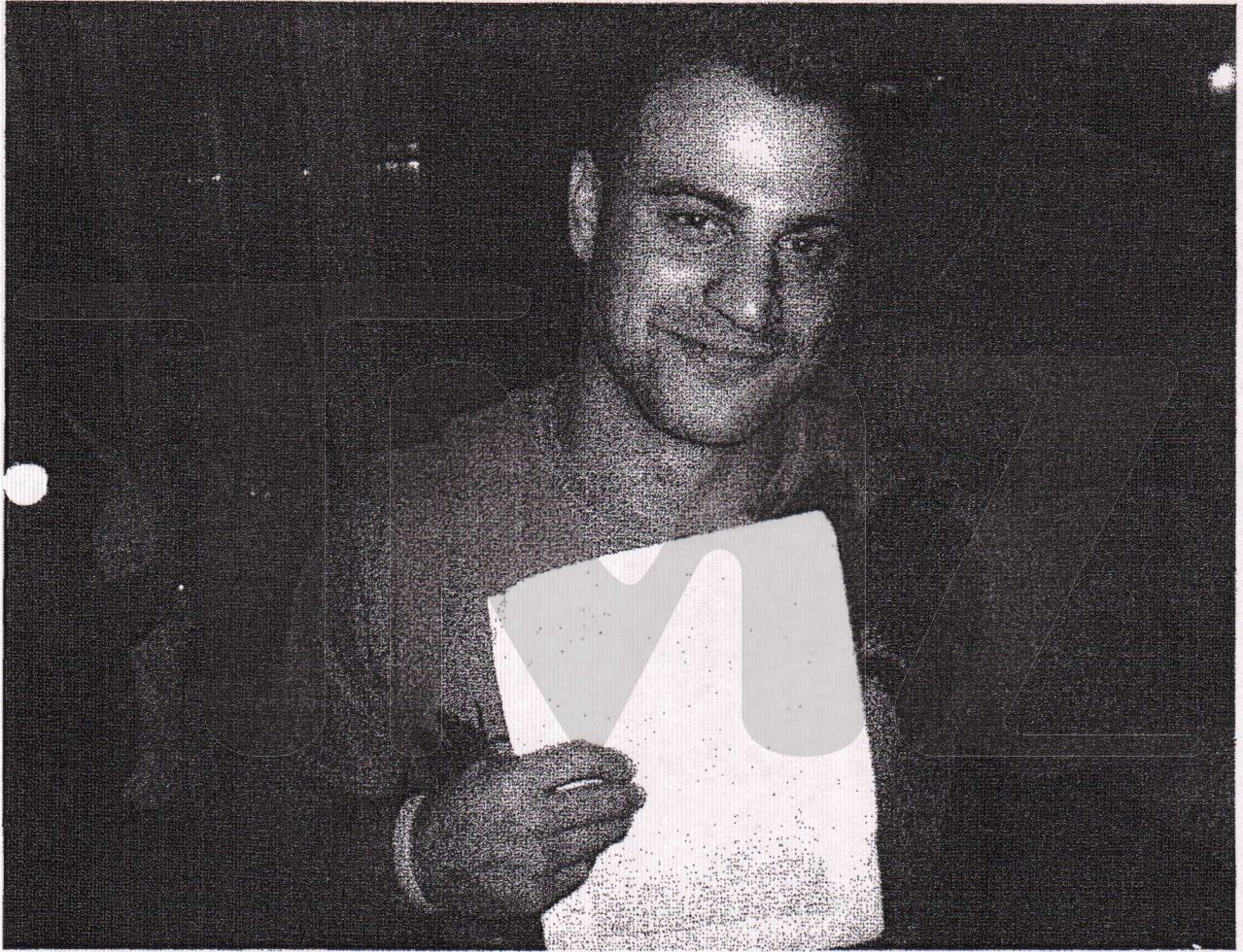
SIGNATURE: *Stephen Izzo*

ADDRESS: _____

TELEPHONE: 

SOC. SEC. #: _____

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8/13/09

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