

KTV VIDEO RELEASE

I have agreed to participate in the production of one or more programs, and the recording of live events from time to time (each, the "Program") by The Kroger Co. ("Kroger"). As consideration for the possibility of appearing in the Program, I agree as follows:

1. I acknowledge that I will not receive any monetary compensation for my appearance on the Program, or for the rights I am granting to Kroger.
2. I consent to the recording and use of my name, likeness, voice, personality and image ("Likeness") by Kroger and any entity broadcasting or distributing the Program, and each of their respective assigns, successors, affiliates, licensees and advertising agencies ("Kroger and Distributors"), in the Program and the production, photography, broadcast, distribution, advertising or promotion of the Program.
3. I grant Kroger and Distributors the irrevocable and perpetual right and license to make video, photography and/or sound recordings of me and my appearance on the Program, any and all performances, stories (factual or fictional), songs, statements, or actions made by me, whether written, spoken, sung, or otherwise expressed by me ("my Performance"), and to use these photographs, video and sound recordings ("Recordings"), as well as my Likeness and/or any portion thereof in the production, broadcast, distribution, advertising or promotion of the Program throughout the world, in any and all media and formats now known or later devised.
4. The Program can be edited, modified, adapted and/or dubbed, at Kroger's discretion. I hereby waive unconditionally and irrevocably the benefit of any provision of law known as "moral rights" or similar laws now or hereafter existing in any part of the world.
5. The Recordings and their contents will be owned entirely by Kroger, and my contribution to the Recordings is specially ordered by Kroger as a contribution to an audiovisual work as a work made for hire for Kroger. Kroger is not obligated to use my Likeness or Performance in the Program.
6. I unconditionally release Kroger and Distributors from any and all claims, suits, damages, liabilities, costs and expenses of any kind arising out of the use of my Likeness or Performance and my participation in the Program.
7. I have read this release before signing it. I understand that I cannot rescind this Release, or interfere with the production, distribution or other exploitation of the Program. This Release is binding on my heirs and representatives. A facsimile or other electronic signature creates a valid and binding Release.
8. Kroger may freely assign this release and the rights hereunder. This release is governed by the laws of the State of Ohio without regard to its conflicts of law rules.

Signature:_____

Date:_____

Printed Name:_____

Address:_____

Phone Number:_____
