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"Rummaging in the government's attic"

Description of document: US Fish and Wildlife Service (FWS) Filming agreements between the Fish and Wildlife Service and film producers/film makers, 2016-2020

Requested date: 03-October-2020

Release date: 01-December-2020

Posted date: 26-April-2021

Source of document: Freedom of Information Act Request
U.S. Fish & Wildlife Service
5275 Leesburg Pike, MS: IRTM
Falls Church, VA 22041

FOIA submission during COVID-19 pandemic:
[FOIAonline](#)

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United States Department of the Interior

FISH AND WILDLIFE SERVICE

5275 Leesburg Pike, MS: IRTM
Falls Church, VA 22041



IN REPLY REFER TO:
FWS/FOIA

December 1, 2020

Via email

REF: DOI-FWS-2021-000029

The United States Fish and Wildlife Service (FWS) FOIA office received your Freedom of Information Act (FOIA) request, dated October 3, 2020 and assigned it tracking number DOI-FWS-2021-000029. Please cite this number in any future communications with our office regarding your request.

You requested the following:

“...a copy of each filming agreement between the Fish and Wildlife Service and film producers/film makers, between January 1, 2016 and present.”

RESPONSE

We have enclosed one (1) file consisting of forty-one (41) pages, which are being released to you in their entirety.

We have classified you as an “other-use” requester. You agreed to pay up to \$60.00. Because the cost of processing your request was less than \$50.00, there is no billable fee for processing this request, as the cost of collection would be greater than the fee collected. *See [43 C.F.R. § 2.37\(g\)](#).* Therefore, there is no billable fee for the processing of this request.

Mediation Services

The 2007 FOIA amendments created the Office of Government Information Services (OGIS) to offer mediation services to resolve disputes between FOIA requesters and Federal agencies as a non-exclusive alternative to litigation. Using OGIS services does not affect your right to pursue litigation. You may contact OGIS in any of the following ways:

Office of Government Information Services
National Archives and Records Administration

8601 Adelphi Road - OGIS
College Park, MD 20740-6001
E-mail: ogis@nara.gov
Web: <https://www.archives.gov/ogis>
Telephone: 202-741-5770
Fax: 202-741-5769
Toll-free: 1-877-684-6448

Please note that using OGIS services does not affect the timing of filing an appeal with the Department's FOIA & Privacy Act Appeals Officer.

Contact information for the Department's FOIA Public Liaison, whom you may also seek dispute resolution services from, is available at <https://www.doi.gov/foia/foiacenters>.

Conclusion

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of FOIA. *See* [5 U.S.C. 552\(c\)](#). This response is limited to those records that are subject to the requirements of FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

This is our only and final response and closes your request DOI-FWS-2021-000029. If you have any questions about our response to your request, you may contact me, by email at fwhq_foia@fws.gov, or by mail at U.S. Fish and Wildlife Service; ATTN: FOIA Office; 5275 Leesburg Pike; MS: IRTM; Falls Church, VA 22041.

Sincerely,

**BARBARA
BECKETT**

 Digitally signed by
BARBARA BECKETT
Date: 2020.12.01
16:31:55 -07'00'

Barbara Beckett
FWS FOIA/Intake Coordinator

OA - 251

BST MEDIA 5 INC., 16 E 3rd Ave, Vancouver, British Columbia

ON-CAMERA RELEASE - OTHER AGENCIES

PARTICIPANT: Jennifer Ann Irving

70 Everett Avenue, Suite 315 Chelsea, MA 02150 Jennifer_Irving@fws.gov 617-889-6616 x111
(address) (email address) (phone)

For good and valuable consideration, receipt of which is hereby acknowledged, including the opportunity afforded me to participate and appear in one or more episodes of the television series currently entitled "Border Security" regarding the Department of Homeland Security (the "Production"), I, [insert name], as an employee of the U.S. Fish and Wildlife Service (USFWS) and with approval of my agency, hereby grant to BST Media 5 Inc., its assignees and licensees (collectively the "Producer"), the rights throughout the world in perpetuity: (i) to portray me, and to use my performance, appearance, interview, name, image, words, voice, sounds and likeness (collectively, the "Appearance") in the Production, including any versions and/or translations thereof; (ii) to photograph, film, record and reproduce the Appearance, in whole or in part, including the right to edit and combine the Appearance in any combination or sequence with or without other material for use in the Production; (iii) to transmit, telecast, broadcast, distribute and otherwise exploit the Production including all or part of the Appearance in any and all manner, media, and formats, whether now known or hereafter devised, and (iv) to use the Appearance, in whole or in part, in connection with the advertising, promotion or publicizing of the Production (collectively, the "Rights"), limited to the episodes that Participant appears in only.

I represent that I am entitled to grant the Rights as set out herein. I hereby irrevocably release the Producer, its representatives, agents, employees, successors, assignees and licensees from any and all claims and demands for any matter related directly or indirectly to the grant or use of the Rights.

This agreement and any dispute arising out of or in connection with this release or breach thereof that cannot be amicably settled between the parties (including through alternative dispute resolution procedures) shall be interpreted in accordance with Federal laws of the United States. USFWS, Participant and Producer agree that the courts of the United States shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this release.

Nothing herein shall be deemed to obligate Producer to produce or exploit the Production or to use the Appearance therein. Producer shall have the right to assign any of its rights under this Agreement to any third party, provided that Producer first provides reasonable notification to Participant and USFWS, and that Participant and USFWS consent. This Release constitutes the entire understanding and agreement of the undersigned and Producer with respect to the subject matter hereof and cannot be amended except in writing signed by the undersigned and the Producer. This Release will inure to the benefit of and will be binding upon the undersigned and the Producer's respective affiliates, successors, licensees, assigns, heirs and representatives. This Agreement shall be construed according to the laws of the United States applicable to agreements executed and fully performed therein. I acknowledge that Producer may rely on this Release at substantial cost to Producer and hereby agree not to assert any claim against Producer or any other party relating to the exercise of the Rights granted herein.

PARTICIPANT:

Signature

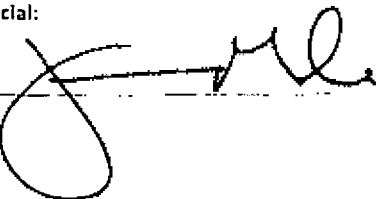


Date

5/10/18

USFWS Official:

Signature



Date

6/1/2018

BST MEDIA 6 INC., 16 E 3rd Ave, Vancouver, British Columbia

ON-CAMERA RELEASE – OTHER AGENCIES

PARTICIPANT: _____
(print name)

(address) (email address) (phone)

For good and valuable consideration, receipt of which is hereby acknowledged, including the opportunity afforded me to participate and appear in one or more episodes of the television series currently entitled "Border Security" regarding the Department of Homeland Security (the "**Production**"), I, [JENNIFER IRVING], as an employee of the U.S. Fish and Wildlife Service (USFWS) and with approval of my agency, hereby grant to BST Media 6 Inc., its assignees and licensees (collectively the "**Producer**"), the rights throughout the world in perpetuity: (i) to portray me, and to use my performance, appearance, interview, name, image, words, voice, sounds and likeness (collectively, the "**Appearance**") in the Production, including any versions and/or translations thereof; (ii) to photograph, film, record and reproduce the Appearance, in whole or in part, including the right to edit and combine the Appearance in any combination or sequence with or without other material for use in the Production; (iii) to transmit, telecast, broadcast, distribute and otherwise exploit the Production including all or part of the Appearance in any and all manner, media, and formats, whether now known or hereafter devised; and (iv) to use the Appearance, in whole or in part, in connection with the advertising, promotion or publicizing of the Production (collectively, the "**Rights**"), limited to the episodes that Participant appears in only.

I represent that I am entitled to grant the Rights as set out herein. I hereby irrevocably release the Producer, its representatives, agents, employees, successors, assignees and licensees from any and all claims and demands for any matter related directly or indirectly to the grant or use of the Rights.

This agreement and any dispute arising out of or in connection with this release or breach thereof that cannot be amicably settled between the parties (including through alternative dispute resolution procedures) shall be interpreted in accordance with Federal laws of the United States. USFWS, Participant and Producer agree that the courts of the United States shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this release.

Nothing herein shall be deemed to obligate Producer to produce or exploit the Production or to use the Appearance therein. Producer shall have the right to assign any of its rights under this Agreement to any third party, provided that Producer first provides reasonable notification to Participant and USFWS, and that Participant and USFWS consent. This Release constitutes the entire understanding and agreement of the undersigned and Producer with respect to the subject matter hereof and cannot be amended except in writing signed by the undersigned and the Producer. This Release will inure to the benefit of and will be binding upon the undersigned and the Producer's respective affiliates, successors, licensees, assigns, heirs and representatives. This Agreement shall be construed according to the laws of the United States applicable to agreements executed and fully performed therein. I acknowledge that Producer may rely on this Release at substantial cost to Producer and hereby agree not to assert any claim against Producer or any other party relating to the exercise of the Rights granted herein.

PARTICIPANT:

Signature: _____ Date: _____

USFWS Official:

Signature: _____ Date: _____



APPEARANCE RELEASE

For good and valuable consideration, receipt of which is hereby acknowledged, I irrevocably authorize **Engel Entertainment** ("Producer") and **Discovery Communications** ("Company") and their respective parents, affiliates, subsidiaries, licensees, successors and assigns to make use of my appearance for the program tentatively entitled: Wild Nevada (the "Program") and in connection with Producer and/or Company or otherwise.

I agree that you may tape and photograph me, and record my voice, conversation and sounds, including any performance of any musical composition(s), during and in connection with my appearance and that you shall be the exclusive owner of the results and proceeds of such taping, photography and recording with the right, throughout the world, an unlimited number of times in perpetuity, to copyright, to use and to license others to use, in any manner, all or any portion thereof or of a reproduction thereof in connection with the Program or otherwise. For purposes of clarity, I expressly waive any and all moral rights I may have in connection with my appearance.

I further agree that you may use and license others to use my name, voice, likeness and any biographical material concerning me which I may provide, in any and all media and in the promotion, advertising, sale, publicizing and exploitation of the Program and/or otherwise and ancillary products (e.g., merchandise) in connection with the Program and in connection with Producer and/or Company or Company's affiliated services, throughout the world in all media, an unlimited number of times in perpetuity. I further represent that any statements made by me during my appearance are true, to the best of my knowledge, and that neither they nor my appearance will violate or infringe upon the rights of any third party.

I hereby waive any right of inspection or approval of my appearance or the uses to which such appearance may be put. I acknowledge that you will rely on this permission, potentially at substantial cost to you, and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

(Please Print) Name:	_____	_____
Address:	_____	Signature
	_____	_____
City/State/Zip:	_____	Date
Phone #	_____	
Social Security #:	_____	Birthdate: _____

I am a parent (or guardian) of the minor who has signed this release and consent and I hereby agree that I and the said minor will be bound by all the provisions contained herein.

Name:	_____	_____
	(Please Print)	Signature

PRODUCTION USE ONLY:

Team:
Date & Time:
Location:
Description:

Release #: (large print)

APPEARANCE AND LOCATION RELEASE

For good and valuable consideration, receipt of which is hereby acknowledged, I authorize **Engel Entertainment, Inc.** ("Producer") and **Discovery Communications, LLC** ("Company") and their respective parents, affiliates, subsidiaries, licensees, successors and assigns to make use of my appearance and the property described below, in connection with the program tentatively entitled: Wild Nevada (the "Program") or otherwise.

I understand that the Producer and the Company are in no way affiliated with any branch of law enforcement or any law enforcement agency or union.

I grant Producer the right to:

- (a) tape and photograph me, and record my voice, conversation and sounds, including any performance of any musical composition(s), during and in connection with my appearance ("Appearance"); and
- (b) enter upon and use the property located at _____ (the "Property") and the contents thereof and the appurtenances thereto in connection with the Program or otherwise.

All physical embodiments of filming, recording and photography of my Appearance and the Property shall hereinafter be known as the "Materials."

I grant to Producer all right, title and interest in and to the Materials, including without limitation, the irrevocable right to exploit the Materials throughout the world, an unlimited number of times in perpetuity, in any and all media, whether now known or hereafter devised, and in connection with the Program, Producer, Company or otherwise and for advertising and promotional purposes in connection therewith. I agree and acknowledge that all rights, including copyright in the Materials shall be and remain vested in Producer and neither I, nor any tenant, nor other party now or hereafter having an interest in the Property, shall have any right of action against Producer and/or Company or any other party arising out of any use of the Materials. For purposes of clarity, I expressly waive any and all moral rights I may have in connection with the Materials.

I further agree that Producer may use and license others to use my name, voice, likeness and any biographical material concerning me which I may provide, in any and all media and in the promotion, advertising, sale, publicizing and exploitation of the Program and/or otherwise and ancillary products (e.g., merchandise) in connection with the Program and in connection with Producer and/or Company or Company's affiliated services, throughout the world in all media, an unlimited number of times in perpetuity. I further represent that any statements made by me during my Appearance are true, to the best of my knowledge, and that neither they nor my appearance will violate or infringe upon the rights of any third party.

I hereby waive any right of inspection or approval of the Materials or the uses to which the Materials may be put. I acknowledge that Producer will rely on this permission, potentially at substantial cost to Producer, and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

I acknowledge that Producer is photographing and recording such scenes in express reliance upon the foregoing. **I represent and warrant that I have all rights and authority to enter this agreement and to grant the rights granted hereunder.**

I agree that Producer may bring necessary equipment on the Property and Producer agrees that it will remove same after completion of work and leave the Property in as good a condition as when received.

I acknowledge that Producer will use reasonable care to prevent damage to the Property, and will indemnify me, and all other parties lawfully in possession of the Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence by Producer in connection with Producer's use of the Property.

I acknowledge that Producer and/or Company are not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise.

RELEASE, AGREEMENT NOT TO SUE AND INDEMNITY. To the maximum extent permitted by law, I agree that I will never sue Producer, Company or anyone for any cause of action based on any of the Released Claims (as defined below). To the maximum extent permitted by law, I, for myself and on behalf of my heirs, executors, agents, successors or assigns, hereby release, hold harmless, and forever discharge Producer, Company and any station or network that exhibits the Program, and each of their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees (the "Released Parties"), from any and all claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action whatsoever that in any way are caused by, arise out of or result from this Agreement, my Appearance, Producer's and/or Company's use of the Property, the Materials and the Program, or the broadcast or other exhibition of the Program or the Materials on any legal theory whatsoever (including, but not limited to, personal injury, rights of privacy and publicity, defamation, or false light), regardless of whether caused by the negligence or willful misconduct of the Released Parties (collectively, the "Released Claims"). I will defend, indemnify and hold the Released Parties harmless from any and all such claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action, as well as all those that in any way are caused by, arise out of or result from any breach or alleged breach by me of any of the representations or warranties made by me in this Agreement.

(Please Print) Name: _____
Address: _____
City/State/Zip: _____
Phone # _____

Signature

Date

I am a parent (or guardian) of the minor who has signed this release and consent and I hereby agree that I and the said minor will be bound by all the provisions contained herein.

Name: _____
(Please Print)

Signature

Date

APPEARANCE AND LOCATION RELEASE

For good and valuable consideration, receipt of which is hereby acknowledged, I authorize **Engel Entertainment, Inc.** ("Producer") and **Discovery Communications, LLC** ("Company") and their respective parents, affiliates, subsidiaries, licensees, successors and assigns to make use of my appearance and the property described below, in connection with the program tentatively entitled: Wild Nevada (the "Program") or otherwise.

I understand that the Producer and the Company are in no way affiliated with any branch of law enforcement or any law enforcement agency or union.

I grant Producer the right to:

- (a) tape and photograph me, and record my voice, conversation and sounds, including any performance of any musical composition(s), during and in connection with my appearance ("Appearance"); and
- (b) enter upon and use the property located at _____ (the "Property") and the contents thereof and the appurtenances thereto in connection with the Program or otherwise.

All physical embodiments of filming, recording and photography of my Appearance and the Property shall hereinafter be known as the "Materials."

I grant to Producer all right, title and interest in and to the Materials, including without limitation, the irrevocable right to exploit the Materials throughout the world, an unlimited number of times in perpetuity, in any and all media, whether now known or hereafter devised, and in connection with the Program, Producer, Company or otherwise and for advertising and promotional purposes in connection therewith. I agree and acknowledge that all rights, including copyright in the Materials shall be and remain vested in Producer and neither I, nor any tenant, nor other party now or hereafter having an interest in the Property, shall have any right of action against Producer and/or Company or any other party arising out of any use of the Materials. For purposes of clarity, I expressly waive any and all moral rights I may have in connection with the Materials.

I further agree that Producer may use and license others to use my name, voice, likeness and any biographical material concerning me which I may provide, in any and all media and in the promotion, advertising, sale, publicizing and exploitation of the Program and/or otherwise and ancillary products (e.g., merchandise) in connection with the Program and in connection with Producer and/or Company or Company's affiliated services, throughout the world in all media, an unlimited number of times in perpetuity. I further represent that any statements made by me during my Appearance are true, to the best of my knowledge, and that neither they nor my appearance will violate or infringe upon the rights of any third party.

I hereby waive any right of inspection or approval of the Materials or the uses to which the Materials may be put. I acknowledge that Producer will rely on this permission, potentially at substantial cost to Producer, and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

I acknowledge that Producer is photographing and recording such scenes in express reliance upon the foregoing. **I represent and warrant that I have all rights and authority to enter this agreement and to grant the rights granted hereunder.**

I agree that Producer may bring necessary equipment on the Property and Producer agrees that it will remove same after completion of work and leave the Property in as good a condition as when received.

I acknowledge that Producer will use reasonable care to prevent damage to the Property, and will indemnify me, and all other parties lawfully in possession of the Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence by Producer in connection with Producer's use of the Property.

I acknowledge that Producer and/or Company are not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise.

RELEASE, AGREEMENT NOT TO SUE AND INDEMNITY. To the maximum extent permitted by law, I agree that I will never sue Producer, Company or anyone for any cause of action based on any of the Released Claims (as defined below). To the maximum extent permitted by law, I, for myself and on behalf of my heirs, executors, agents, successors or assigns, hereby release, hold harmless, and forever discharge Producer, Company and any station or network that exhibits the Program, and each of their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees (the "Released Parties"), from any and all claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action whatsoever that in any way are caused by, arise out of or result from this Agreement, my Appearance, Producer's and/or Company's use of the Property, the Materials and the Program, or the broadcast or other exhibition of the Program or the Materials on any legal theory whatsoever (including, but not limited to, personal injury, rights of privacy and publicity, defamation, or false light), regardless of whether caused by the negligence or willful misconduct of the Released Parties (collectively, the "Released Claims"). I will defend, indemnify and hold the Released Parties harmless from any and all such claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action, as well as all those that in any way are caused by, arise out of or result from any breach or alleged breach by me of any of the representations or warranties made by me in this Agreement.

(Please Print) Name: _____

Address: _____

City/State/Zip: _____

Phone # _____

Signature

Date

I am a parent (or guardian) of the minor who has signed this release and consent and I hereby agree that I and the said minor will be bound by all the provisions contained herein.

Name: _____

(Please Print)

Signature

Date

APPEARANCE RELEASE FORM

PROGRAM TITLE:	CRIKEY! IT'S THE IRWINS (Program)
SHOOT DATE (S):	February to September 2019
PRODUCTION COMPANY:	Helium Four Pty Ltd (subsidiary of Eureka Pty Ltd) (Producer)

I agree to the Producer filming me subject to the following terms and conditions:

1. I irrevocably consent to the Producer or its representatives doing the following for the purposes of producing, promoting and exploiting the Program, any versions of the Program, and any programs or other content that derive from the Program: (a) filming and recording me, my voice and any performance I give; and (b) using any personal material supplied by me (including, without limitation, any photographs, artistic works, home video footage and any other material in which copyright subsists), (and together a and b are referred to as my **Contribution**). "Exploit" in this context means to use my Contribution throughout the world for distribution, advertising, exhibition, and promotional purposes, for the life of the Program and its derivative content, in all media.

2. I agree that the opportunity provided to me to potentially appear in or in association with the Program include sufficient and adequate consideration for the use and exploitation of all or part of my Contribution. I acknowledge I am not entitled to any fee or payment for the recording of my Contribution or the use of my Contribution.

3. I assign to the Producer the the entire right, title and interest (including present and future copyright) in my Contribution to the Program such that the Producer is entitled to use and license others to use such Contributions by all means and in all media and formats throughout the world for the full period of copyright and agree that my Contribution may be used in connection with the Program and for the purposes of promoting, publicising and exploiting (as defined) the Program in any and all media throughout the world in perpetuity.

4. I acknowledge the needs of television production, promotion and distribution and consent to the Producer (and persons authorised by the Producer) editing, producing, amending and adapting the results and proceeds of the Contributions or any other act or omission in relation to my Contribution as the Producer deems fit in its absolute discretion

5. I acknowledge I may have access to information relating to the Program that is confidential. I will not disclose such information to any person unless and until the information is in the public domain as a result of an authorised disclosure. I, nor anyone acting on my behalf, will not publicise including via social media such as Facebook, Twitter and Instagram any posts, discussions or photographs relating to the Program, the production team or any participants in the Program. Except with the prior consent of the Producer, I must not make any comment to the media about the Program or my Contribution.

6. I represent and warrant to the Producer that:

- (a) I have the right to grant the rights and to give the consents contained in this agreement and that the consent of no other person is required to grant the rights I have granted under this agreement; and
- (b) to the best of my knowledge and belief, the use of my Contribution to produce, promote and exploit the Program will not infringe any third party's intellectual property or other rights.

7. To the maximum extent permitted by law and consistent with equity and good conscience, I forever release the Producer and its related entities, and any broadcaster of the Program from and against all injunctive relief, claims or actions I may be entitled to make or that are made on my behalf, arising out of or relating in any way to:

- (a) my involvement in connection with the Program;
- (b) the publication or communication of my Contribution and any other materials incorporated in the Program (including, without limitation, any comments made by anyone who has seen the Program);
- (c) the exploitation of the Program

8. I acknowledge that: (a) the Producer is not obliged to use or exploit any or all of my Contribution in any manner; and (b) there is no employment or fiduciary relationship between the Producer and me.

9. The subject matter of the Program has been explained to me and this agreement is the entire agreement between me and the Producer relating to my Contribution and supersedes any prior agreements or arrangements (whether oral or in writing) between me and the Producer relating to my Contribution.

10. The Producer may freely assign the rights granted by me to third parties. Any amendment or variation to this agreement is not effective unless it is in writing and signed by the parties.

11. I agree that I may not interfere or otherwise impair the production, broadcast, distribution, exploitation, advertising, promotion or publicity of the Program or any rights in connection with the Program.

12. It is expressly understood and agreed that my sole remedy in the event of any breach of this deed by the Producer shall be an action at law for damages, if any.

NAME OF CONTRIBUTOR:	
ADDRESS OF CONTRIBUTOR:	
CONTACT PHONE AND EMAIL OF CONTRIBUTOR:	

Contributor's signature:

Date:

Parent/Guardian Consent:

Are you the parent/legal guardian of any minors (under 18 years of age) who are in your company today? If YES, please list their full name/s and sign below.

NAME/S OF CONTRIBUTORS UNDER THE AGE OF 18 (MINOR/S):	
CONTACT DETAILS (if different to above)	

I represent that I am the parent/legal guardian of the Contributor/s named above (minor/s) and I acknowledge, agree and consent to all of the terms and conditions of this Agreement and to the Contributor's full participation in the Program in accordance with its terms.

Parent/Guardian's signature:

Date:

OFFICE USE ONLY:

TIME OF DAY:	
DESCRIPTION / NOTES:	
LOCATION/STORY:	

APPEARANCE RELEASE FORM

PROGRAM TITLE:	CRIKEY! IT'S THE IRWINS (Program)
SHOOT DATE (S):	February to September 2019
PRODUCTION COMPANY:	Helium Four Pty Ltd (subsidiary of Eureka Pty Ltd) (Producer)

I agree to the Producer filming me subject to the following terms and conditions:

1. I irrevocably consent to the Producer or its representatives doing the following for the purposes of producing, promoting and exploiting the Program, any versions of the Program, and any programs or other content that derive from the Program: (a) filming and recording me, my voice and any performance I give; and (b) using any personal material supplied by me (including, without limitation, any photographs, artistic works, home video footage and any other material in which copyright subsists), (and together a and b are referred to as my **Contribution**). "Exploit" in this context means to use my Contribution throughout the world for distribution, advertising, exhibition, and promotional purposes, for the life of the Program and its derivative content, in all media.

2. I agree that the opportunity provided to me to potentially appear in or in association with the Program include sufficient and adequate consideration for the use and exploitation of all or part of my Contribution. I acknowledge I am not entitled to any fee or payment for the recording of my Contribution or the use of my Contribution.

3. I assign to the Producer the the entire right, title and interest (including present and future copyright) in my Contribution to the Program such that the Producer is entitled to use and license others to use such Contributions by all means and in all media and formats throughout the world for the full period of copyright and agree that my Contribution may be used in connection with the Program and for the purposes of promoting, publicising and exploiting (as defined) the Program in any and all media throughout the world in perpetuity.

4. I acknowledge the needs of television production, promotion and distribution and consent to the Producer (and persons authorised by the Producer) editing, producing, amending and adapting the results and proceeds of the Contributions or any other act or omission in relation to my Contribution as the Producer deems fit in its absolute discretion

5. I acknowledge I may have access to information relating to the Program that is confidential. I will not disclose such information to any person unless and until the information is in the public domain as a result of an authorised disclosure. I, nor anyone acting on my behalf, will not publicise including via social media such as Facebook, Twitter and Instagram any posts, discussions or photographs relating to the Program, the production team or any participants in the Program. Except with the prior consent of the Producer, I must not make any comment to the media about the Program or my Contribution.

6. I represent and warrant to the Producer that:

- (a) I have the right to grant the rights and to give the consents contained in this agreement and that the consent of no other person is required to grant the rights I have granted under this agreement; and
- (b) to the best of my knowledge and belief, the use of my Contribution to produce, promote and exploit the Program will not infringe any third party's intellectual property or other rights.

7. To the maximum extent permitted by law and consistent with equity and good conscience, I forever release the Producer and its related entities, and any broadcaster of the Program from and against all injunctive relief, claims or actions I may be entitled to make or that are made on my behalf, arising out of or relating in any way to:

- (a) my involvement in connection with the Program;
- (b) the publication or communication of my Contribution and any other materials incorporated in the Program (including, without limitation, any comments made by anyone who has seen the Program);
- (c) the exploitation of the Program

8. I acknowledge that: (a) the Producer is not obliged to use or exploit any or all of my Contribution in any manner; and (b) there is no employment or fiduciary relationship between the Producer and me.

9. The subject matter of the Program has been explained to me and this agreement is the entire agreement between me and the Producer relating to my Contribution and supersedes any prior agreements or arrangements (whether oral or in writing) between me and the Producer relating to my Contribution.

10. The Producer may freely assign the rights granted by me to third parties. Any amendment or variation to this agreement is not effective unless it is in writing and signed by the parties.

11. I agree that I may not interfere or otherwise impair the production, broadcast, distribution, exploitation, advertising, promotion or publicity of the Program or any rights in connection with the Program.

12. It is expressly understood and agreed that my sole remedy in the event of any breach of this deed by the Producer shall be an action at law for damages, if any.

NAME OF CONTRIBUTOR:	
ADDRESS OF CONTRIBUTOR:	
CONTACT PHONE AND EMAIL OF CONTRIBUTOR:	

Contributor's signature:

Date:

Parent/Guardian Consent:

Are you the parent/legal guardian of any minors (under 18 years of age) who are in your company today? If YES, please list their full name/s and sign below.

NAME/S OF CONTRIBUTORS UNDER THE AGE OF 18 (MINOR/S):	
CONTACT DETAILS (if different to above)	

I represent that I am the parent/legal guardian of the Contributor/s named above (minor/s) and I acknowledge, agree and consent to all of the terms and conditions of this Agreement and to the Contributor's full participation in the Program in accordance with its terms.

Parent/Guardian's signature:

Date:

OFFICE USE ONLY:

TIME OF DAY:	
DESCRIPTION / NOTES:	
LOCATION/STORY:	

APPEARANCE RELEASE FORM (FILMED MEDIA)

HIGH NOON PRODUCTIONS, LLC

460 W. 34th Street
16th Floor
New York, NY 10001

15303 Ventura Blvd.
Building C, Suite 800
Sherman Oaks, CA 91403

Program: "DR. OLE" (w.t.)

I, the undersigned ("Owner"), authorize High Noon Productions, LLC, its parents, affiliates, subsidiaries, partners, licensees, agents, representatives, officers, directors, employees, successors and assigns (collectively "High Noon") to make use of my appearance as captured during the production, as well as my name, voice, likeness, mannerisms, characteristics and any other biographical material concerning me revealed or captured (collectively the "Materials") in connection with the Project. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree that High Noon may film and/or photograph me, and record my voice, conversation and sounds (including any performance of any musical composition(s), if applicable), in connection with the Project. I understand that, as between me and High Noon, High Noon will be the sole owner of the results and proceeds of the Project, including all filming, photographing and/or recording ("Materials"), with the exclusive right, throughout the world, including under copyright, to use and to license others to use, all or any portion of the Materials, in any manner and in any and all media of any kind, now known or hereafter discovered or developed, whether in or in connection with the Project or in ways not related to the Project, throughout the universe, in perpetuity; *except that* the Materials shall not be used in a manner that places the Owner in a false or misleading light or in a manner suggesting that Owner endorses any commercial product nor shall the Project contain the presentation of animals that may suffer injuries or death as a result of the Owner's work. Such rights shall include, but not be limited to, using Materials in the promotion of the Project and/or of High Noon. High Noon shall not be obligated to use any of the Materials in the Project or otherwise.

I further represent that any factual statements made by me to High Noon, or in connection with the Project, are true to the best of my knowledge.

I waive any right of inspection or approval of my appearance or any of the Materials related to the Project. I acknowledge that High Noon will rely on this permission, potentially at substantial cost to them, and, except as noted above, I agree not to assert any claim of any nature whatsoever (including any claims for injunctive relief or money damages, all of which I hereby knowingly waive) against anyone relating to the exercise of this permission or to the use of the Materials by High Noon. All agreements and promises made by the federal government herein are limited to the extent permissible within our jurisdiction and otherwise as outlined by federal law and agency policy.

I agree not to issue any press, press releases or other public statements, or speak to the press about the Project, my involvement in the Project, or High Noon, without High Noon's prior written permission in each instance. I agree not to use High Noon's name, logos, trademarks or other proprietary marks in any manner without High Noon's prior written approval.

Any amendments to this release must be in writing, signed by both parties. I am 18 years of age and competent to contract in my own name.

Name: _____ Signature: _____ Date _____

Address: _____

E-Mail: _____ Tel: _____

If the subject is a minor, I warrant and represent that I am the parent or legal guardian of the minor. If the subject is illiterate, third party witness please sign below:

Name: _____ Signature: _____ Date _____

Address: _____

E-Mail: _____ Tel: _____

DRAFT / DELIBERATIVE / ATTORNEY WORK PRODUCT

APPEARANCE RELEASE FORM (FILMED MEDIA)

Circle one: Father Mother Guardian Witness

LOCATION RELEASE FORM

HIGH NOON PRODUCTIONS, LLC

460 W. 34th Street
16th Floor
New York, NY 10001

15303 Ventura Blvd.
Building C, Suite 800
Sherman Oaks, CA 91403

Program: "DR. OLE" (w.t.)

I, the undersigned ("Owner"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grant High Noon Productions, LLC, its parents, affiliates, subsidiaries, partners, licensees, agents, representatives, officers, directors, employees, successors and assigns (collectively "High Noon") permission to enter upon and to use the property, its contents and the appurtenances located at _____ (the "Property") for the purposes of photographing and recording certain scenes in connection with a project currently entitled, **DR. OLE** ("Project"). All physical embodiments of filming, recording and photography on the Property, including the use of the Property's and/or Owner's name, shall hereinafter be known as the "Materials." High Noon may place all necessary facilities and equipment on the Property and High Noon agree to remove same after completion of their work and to leave the Property in as good a condition as when received.

High Noon will use reasonable care to prevent damage to the Property, and will indemnify Owner and all other parties lawfully in possession of the Property, and hold each of them, harmless from any claims and demands of any person or persons, including but not limited to reasonable outside costs of defense, arising out of or based upon personal injuries, death or property damage ("Claims") suffered by such person or persons resulting directly from any act of negligence or willful misconduct on High Noon's part in connection with High Noon's use of the Property, except Claims resulting from the negligence or willful misconduct of Owner, Owner's employees, agents or affiliates, and/or other parties lawfully in possession of the Property.

Owner grants to High Noon all rights in and to the Materials, including without limitation, the exclusive right, throughout the world, including under copyright, to use and to license others to use, all or any portion of the Materials, in any manner and in any and all media of any kind, now known or hereafter discovered or developed, whether in or in connection with the Project or in ways not related to the Project, throughout the universe, in perpetuity; *except that* the Materials shall not be used in a manner that places the Owner in a false or misleading light or in a manner suggesting that Owner endorses any commercial product nor shall the Project contain the presentation of animals that may suffer injuries or death as a result of the Owner's work. Without limiting the foregoing, High Noon may also use the Materials for or in advertising and promotional purposes in connection with the Project or otherwise. All rights in the Materials, including copyright, shall be vested in High Noon and, except as noted above, neither the Owner, nor any tenant, nor other party having an interest in the Property, shall have any claim or right of action (including any claim for injunctive relief and/or money damages, all of which I hereby knowingly waive) against High Noon or any other party arising out of any use of the Materials by or with the permission of High Noon. High Noon is not obligated to use the Materials.

The undersigned acknowledges that High Noon is photographing and recording such scenes in express reliance upon the foregoing. The undersigned represents that the undersigned has all rights and authority to enter into this agreement and to grant the rights granted hereunder. All agreements and promises made by the federal government herein are limited to the extent permissible within our jurisdiction and otherwise as outlined by federal law and agency policy.

Owner agrees not to issue any press releases or other public statements or speak to the press about Owner's or High Noon's involvement in the Project without High Noon's prior written permission.

This is the entire agreement between Owner and High Noon. No other authorization is necessary to enable High Noon to use the Property for the purpose here in contemplated.

DRAFT / DELIBERATIVE / ATTORNEY WORK PRODUCT

AGREED and ACCEPTED:

Signature (Owner)

Date

Name – Please Print

Phone / Fax

Company Name

Title

Address

City, State, Zip, Country



APPEARANCE RELEASE

1. For good and valuable consideration, receipt of which is hereby acknowledged, I authorize **ICON FILMS** ("Producer") and **DISCOVERY COMMUNICATIONS, LLC** ("DCL") and their respective parents, affiliates, subsidiaries, licensees, successors and assigns to make use of my appearance for the program tentatively entitled: **"THE JEREMY WADE PROJECT"** (working title) ("Program") and in connection with Producer and/or DCL or otherwise.
2. I agree that Producer and/or DCL may tape and photograph me, and record my voice, conversation and sounds, including any performance of any musical composition(s), during and in connection with my appearance, and that DCL shall be the exclusive owner of the results and proceeds of such taping, photography and recording (the "Materials") with the right, throughout the world, to copyright, to use and to license others to use, all or any portion thereof or a reproduction thereof in connection with the Program or otherwise provided that United States Fish and Wildlife Service (FWS) is notified beforehand of the proposed use and license and FWS consents.
3. I further agree that Producer and/or DCL may use and license others to use my name, voice, likeness and any biographical material concerning me which I may provide in any and all media, in connection with the Program and in connection with Producer and/or DCL or DCL's affiliated services, throughout the world in any manner.
4. I represent and warrant that any statements made by me during my appearance are true, to the best of my knowledge, and that neither they nor my appearance will violate or infringe upon the rights of any third party. I hereby waive any right of inspection or approval of my appearance or the uses to which such appearance may be put. For clarity, this Appearance Release ("Release") represents my express waiver of any and all moral rights I may have in connection with my appearance.
5. I agree to participate in the Program at my own risk and acknowledge that Producer and DCL shall not be liable for any harm or injury, whether personal, to property or otherwise, which I may incur by participating in physical and other activities connected with the Program unless such harm or injury results from gross negligence directly caused by or on the part of Producer and/or DCL.
6. I hereby release Producer and DCL and their respective parents, affiliates, subsidiaries, licensees, successors and assigns (collectively, the "Releasees") from any and all liability, claims or expenses of any kind (collectively, "Claims") arising from or in connection with my appearance and/or the Materials or DCL's exploitation thereof, including without limitation any Claims based upon any alleged personal injury, death, property damage, defamation, invasion of privacy and/or infringement of any other proprietary and/or personal rights. I acknowledge that DCL will rely on this Release and all permissions granted herein, at substantial cost to Producer and/or DCL and therefore this Release is irrevocable. I hereby agree not to bring or assert any legal claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.
7. Any dispute or difference arising out of, or in connection with this release or breach thereof, shall be interpreted in accordance with the Federal laws of the United States and the parties agree that the courts of the United States shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement. The termination of this Release, for any reason, shall not affect Producer's and/or DCL's rights in the results and proceeds of the taping, filming and photography. This paragraph shall survive the termination or the expiration of this Release.
8. I acknowledge and agree that (a) this is a non-union agreement and that my participation and appearance hereunder shall not be subject to the terms of any collective bargaining agreement and (b) neither Producer nor DCL is a signatory to any collective bargaining agreement covering my participation and appearance hereunder. Neither Producer nor DCL shall have any obligation to actually produce the Program, or to utilize my name, voice, likeness, biographical information or the Materials to exercise the rights and permissions granted herein for purposes of the Program or otherwise.
9. All provisions hereof concerning my participation, the Materials, and the Program shall be kept strictly confidential by me and my representatives. Neither I nor my representatives shall issue any press releases or public statements about Producer, DCL, the Program or my participation hereunder, without Producer's and/or DCL's prior written permission. Neither I nor my representatives shall use Producer's and/or DCL's or any of their affiliated companies' name, logo, trademark or other proprietary mark in any manner without Producer's and/or DCL's prior written approval.
10. This is the entire agreement. This Release and the acknowledgements, representations, releases, permission and agreements made herein shall be irrevocable and binding upon me and my heirs, executors, successors, parents, guardians, licensees and representatives. Termination of this Release, for any reason, shall not



affect Producer's and/or DCL's rights in the Materials. This paragraph shall survive the termination or the expiration of this Release. Producer and/or DCL may assign its rights in the Materials and/or Program, in whole or in part, to any individual or entity, without restriction.

11. In the event that I receive any goods, services, cash prizes, or other valuable consideration by reason of my participation in the Program, I understand that I am responsible for paying all applicable taxes that may be imposed thereon. I understand that the value of any such goods, services, or prizes may range from a nominal amount to \$600.00 or greater. I further understand that I must submit to Producer, a properly completed IRS Form W-9.

(Please Print) Name: _____
Address: _____
City/State/Zip: _____
Phone #: _____
Date of Birth:* _____
Signature _____
Date: _____

I am a parent (or guardian) of the minor who has signed this Release. I have read this Release and hereby agree irrevocably that I and the said minor will be bound by all the provisions contained herein. Without limitation of the foregoing, I consent to the use of the material as set forth above and expressly release Producer and DCL and their respective parents, affiliates, subsidiaries, licensees, successors and assigns from any and all claims which may arise out of such use.

Name (please print) Signature

Date of Birth* Date

**DCL is required to maintain proof of age for record keeping purposes.*



LOCATION AGREEMENT

DATE:

NAME:

("Owner")

ADDRESS:

PHONE:

EMAIL:

1. Owner hereby grants to ICON FILMS ("Producer") and **DISCOVERY COMMUNICATIONS, LLC** ("DCL") and their respective parents, subsidiaries and affiliates, licensees, successors and assigns, for good and valuable consideration, receipt of which is hereby acknowledged, permission to enter upon and use the property and the contents thereof and the appurtenances thereto located at _____ (the "Property") for the purpose of photographing and recording certain scenes in connection with a program tentatively titled **"THE JEREMY WADE PROJECT"** (working title) (the "Program") during production thereof, and as necessary during any extension, reshooting or preparation of publicity or promotion therefor. Owner hereby grants to Producer and/or DCL the right to initially enter and use the Property on the days and hours as stated below (the "Filming Date"). Owner acknowledges that the Filming Date may be approximate. Owner shall not unreasonably withhold or delay its consent to any additional changes to the Filming Date set forth below.

Date(s): **INSERT DATES AND DAYS**

Hour(s): **INSERT HOURS**

2. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials." Owner acknowledges that Producer and/or DCL shall own all rights of every kind in and to the Materials, including copyright and all other intellectual property rights in the Materials which shall be and remain vested in Producer and/or DCL. Producer and/or DCL shall have the right to exploit the Materials throughout the world, in all media (now known or hereafter invented) in connection with the Program, including without limitation, for advertising and promotional purposes. Notwithstanding Producer's and/or DCL's ownership of all rights in and to the Materials, for the avoidance of doubt, where applicable, Owner shall retain ownership of all Owner's trademarks and logos ("Owner's Marks") as may be incorporated in the Materials. Neither Owner nor Owner's representatives shall use Producer's and/or DCL's or any of DCL's affiliated companies' names, logos, trademarks or other proprietary marks in any manner without Producer's and/or DCL's prior written approval.

3. Producer and/or DCL may place all necessary facilities and equipment on the Property and agree to remove the same after completion of its use and leave the Property in as good of condition as when entered upon by Producer. Owner shall not unreasonably withhold its consent to Producer if Producer needs to make minor, temporary changes to the Property for purposes of photographing and recording the Materials, including without limitation, placing filming signage on the Property, provided that Producer restores the Property in accordance with the provisions of this subsection. Producer and/or DCL will use reasonable care to prevent damage to the Property and will indemnify Owner, and all other parties lawfully in possession, of the Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of gross negligence on Producer and/or DCL's part in connection with Producer and/or DCL's use of the Property.

4. Owner with DCL and ICON agrees to cooperate, to the extent by law, in the submissions of claims pursuant to the Federal Tort Claims Act or other relevant Federal laws against the United States for any loss, damages, injury, costs or expenses of any nature related to or arising out of this agreement. The United States courts shall have exclusive jurisdiction of any claims arising out of or in connection with this agreement. In the event of any claim by Owner against Producer and/or DCL, Owner may not enjoin, restrain or interfere with the production, promotion, distribution, exhibition or exploitation of the Program.

5. Producer and/or DCL may at any time elect not to use the Property by giving Owner written notice of such election, in which case, neither party shall have any obligation hereunder. Owner further acknowledges that Producer and/or DCL is not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise.

6. Owner acknowledges that Producer and/or DCL is photographing and recording such scenes in express reliance upon the foregoing. Owner represents and warrants that (a) the undersigned has all rights and authority



to enter into this Location Agreement and to grant the rights granted hereunder and that no other authorization is necessary to enable Producer and/or DCL to use the Property for the purpose herein contemplated, (b) Owner has taken all reasonable precautions within its ordinary course of business to maximize safe conditions of the Property, in advance of Producer's entry on the Property on the Filming Date and (c) any associated or third party's trademarks, servicemarks, products, related names, logos and trade names that are located or visible on the Property and not fully owned by Owner, are cleared for use by DCL as incorporated in the Materials and that DCL's use of the Materials in the Program will not infringe any third party's rights in such marks.

7. All provisions hereof concerning the Materials, the Program and the potential inclusion of the Property in the Program shall be kept strictly confidential by Owner and Owner's representatives. Neither Owner nor Owner's representatives shall issue any press releases or public statements about Producer, and/or DCL or the Program without Producer's and/or DCL's prior written permission.

8. This is the entire agreement. This Location Agreement and the acknowledgements, representations, releases, permission and agreements made herein shall be irrevocable and binding upon Owner, and Owner's, successors, parents, licensees and representatives. Termination of this Location Agreement, for any reason, shall not affect Producer's and/or DCL's rights in the Materials. This paragraph shall survive the termination or the expiration of this Location Agreement. Producer and/or DCL may assign its rights in the Materials and/or Program, in whole or in part, to any individual or entity, without restriction.

ACCEPTED AND AGREED TO BY OWNER:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

LOCATION AGREEMENT

DATE:
NAME: (FWS)
TITLE:
DEPARTMENT:
ADDRESS:
PHONE:
EMAIL:

1. U.S. Fish and Wildlife Service (FWS) hereby grants to **InventTV LLC** (Producer) and **DISCOVERY COMMUNICATIONS, LLC** (DCL) and their respective parent corporations or department, subsidiaries and affiliates, licensees, successors and assigns, for good and other consideration, receipt of which is hereby acknowledged, permission to enter upon and use the property and the contents thereof and the appurtenances thereto located at _____ (the "Property") for the purpose of photographing and recording certain scenes in connection with a program tentatively titled "**Alaska Refuge Wild (w/t)**" (the "Program") during production thereof, and as necessary during any extension, reshooting or preparation of publicity or promotion therefor. FWS hereby grants to Producer and/or DCL the right to initially enter and use the Property on the days and hours as stated below (the "Filming Date") under escort of FWS' employee(s). FWS acknowledges that the Filming Date may be approximate. FWS shall not unreasonably withhold or delay its consent to any additional changes to the Filming Date set forth below.

Date(s):
Hour(s):

2. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials." FWS acknowledges that Producer and/or DCL shall own all rights of every kind in and to the Materials, including copyright rights in the Materials which shall be and remain vested in Producer and/or DCL. Producer and/or DCL shall have the irrevocable right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media (now known or hereafter invented) in connection with the Program, DCL or otherwise, including without limitation, for advertising and promotional purposes provided that the purpose is consistent and in connection with DCL and the Program. Notwithstanding Producer's and/or DCL's ownership of all rights in and to the Materials, for the avoidance of doubt, where applicable, FWS shall retain ownership of all FWS' trademarks (registered and common law) and logos (FWS' Marks) as may be incorporated in the Materials. Producer and/or DCL may use FWS' Marks either orally and/or visually in and in connection with the Materials, the Program and in connection with the distribution, exhibition, advertising and exploitation of the Program, by any means or media (now known or hereafter invented) in perpetuity, throughout the world provided that the purpose is consistent and in connection with DCL and the Program. Any other proposed use requires written approval by FWS. Neither FWS nor FWS' representatives shall use Producer's and/or DCL's or any of DCL's affiliated companies' names, logos, trademarks or other proprietary marks in any manner without Producer's and/or DCL's prior written approval.

3. Producer and/or DCL may place all necessary facilities and equipment on the Property and agree to remove the same after completion of its use and leave the Property in as good of condition as when entered upon by Producer. Producer and/or DCL will use reasonable care to prevent damage to the Property and will indemnify FWS, and all other parties lawfully in possession, of the Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of gross negligence on Producer and/or DCL's part in connection with Producer and/or DCL's use of the Property.

4. The federal government and FWS shall not indemnify DCL or any third party for claims, liabilities, expenses, costs, damages, and/or attorney's fees that may arise from use of the Property for the Program,

5. The DCL hereby represents and agrees that it will not in connection to the Program, in any way use the Contributor's name, voice, photograph, likeness, appearance, presentation, biographical information, handouts, or any material, or that of any other person or animal or image incidentally recorded, in any way that disparages me, the Department of the Interior, and/or its employees, or in a manner that could create public confusion about the mission of the Department.

6. Producer and/or DCL may at any time elect not to use the Property by giving FWS written notice of such election, in which case, neither party shall have any obligation hereunder. FWS further acknowledges that Producer and/or DCL is not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise.

7. FWS acknowledges that Producer and/or DCL is photographing and recording such scenes in express reliance upon the foregoing. FWS represents that the undersigned has all rights and authority to enter into this Location Agreement and to grant the rights granted hereunder and that no other authorization is necessary to enable Producer and/or DCL to use the Property for the purpose herein contemplated.

8. The terms of this Agreement shall not be published by each of the Parties and their respective attorneys (including in the case of the FWS in the Federal Register) and not disclosed by any Party, or their respective attorneys to any other person, except: (a) to a Party's directors, officers, accountants and/or a Party's employees on a need-to-know basis; (b) to any person which has issued a subpoena or obtained a court order directing the production of the terms of this Agreement, provided that the party receiving such subpoena or court order provides prior written notice to the other Parties of the subpoena or court order (which notice shall include a copy of the subpoena or court order); and/or (c) as otherwise required by law including, but not limited to, the Freedom of Information Act.

9. This is the entire agreement. This Location Agreement and the acknowledgements, representations, releases, permission and agreements made herein shall be binding upon FWS, and FWS' successive employees. Termination of this Location Agreement, for any reason, shall not affect Producer's and/or DCL's rights in the Materials. This paragraph shall survive the termination or the expiration of this Location Agreement. Producer and/or DCL may assign its rights in the Materials and/or Program, in whole or in part, to any individual or entity, without restriction. The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the United States of America, without regard to any conflict of law provisions. The Parties agree that the federal courts of the United States of America shall have exclusive jurisdiction over any disputes arising from or related to this Agreement. The Parties further consent to the jurisdiction of the federal courts of the United States of America with respect to any disputes arising from or related to this Agreement.

ACCEPTED AND AGREED TO BY OWNER:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

INVENTTV LLC
2300 W EMPIRE AVE #450
BURBANK, CA 91504

Materials Release

Licensors ("Owner"): **U.S. Fish and Wildlife Service**

Address: **5275 Leesburg Pike, Falls Church, VA 22041-3803**

Phone:

Fax:

Property: **U.S. Fish and Wildlife Service logos and signage.**

Fish and Wildlife Services (FWS) hereby grants **InventTV LLC** (Producer) and **DISCOVERY COMMUNICATIONS, LLC** (DCL) and their respective parents, successors, licensees and assigns, the irrevocable, non-exclusive, royalty-free license and right, but not the obligation, to incorporate the property described above (the "Property") in any manner DCL sees fit in DCL's film or video production tentatively entitled "Alaska Refuge Wild (w/t)" (the "Production"), and to use and authorize others to use the Property as so incorporated in the Production in the distribution, sale, licensing, marketing, advertising, promotion, exhibition and other exploitation of the Production in all markets and media (whether now known or hereafter developed), throughout the world, in perpetuity.

FWS represents that FWS has the right to grant all rights granted herein and Producer and/or DCL's use of the Property as permitted herein will not infringe on the rights of any third party. FWS agrees to cooperate in the submission of claims pursuant to the Federal Tort Claims Act (28 U.S.C. § 2671) against the United States for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his/her employment, arising out of this agreement. Neither Producer nor DCL has any obligation to include the materials in the Production or in any other production. FWS agrees that Producer or DCL may license, assign, and otherwise transfer this contract and all rights granted by FWS to Producer or DCL under this contract to any person or entity. The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the United States of America, without regard to any conflict of law provisions. The parties agree that the federal courts of the United States of America shall have exclusive jurisdiction over any disputes arising from or related to this Agreement. The parties further consent to the jurisdiction of the federal courts of the United States of America with respect to any disputes arising from or related to this Agreement.

AGREED AND ACCEPTED:

FOR OWNER

PRINTED NAME _____

SIGNATURE _____


BY: _____

TITLE: _____

DATE: _____

INVENTTV LLC

PRINTED NAME _____

SIGNATURE  _____

BY: **Sergio Alfaro**

TITLE: **Invent TV**

DATE: **Co-CEO**

06/04/2018

Acquired Footage/Still Photograph License

Licensors ("Owner"): U.S. Fish and Wildlife Service

Address: 5275 Leesburg Pike, Falls Church, VA 22041-3803

Phone: _____

Fax: _____

Description of Footage/Still: U.S. Fish and Wildlife Service still photos, footage and audio-visuals
approved by Owner for the purpose of this Production.

U.S. Fish and Wildlife Service (FWS) hereby grants **InventTV LLC (Producer)** and **DISCOVERY COMMUNICATIONS, LLC (DCL)** and their respective parents, successors, licensees and assigns, the right, but not the obligation, to incorporate the

☒ Film Footage ☒ Video Footage ☒ Still Photograph

described above (the "Property") in any manner DCL sees fit in DCL's film or video production tentatively entitled "Alaska Refuge Wild (w/t)" (the "Production"), and to use and authorize others to use the Property as so incorporated in the Production in the distribution, sale, licensing, marketing, advertising, promotion, exhibition and other exploitation of the Production in all markets and media (whether now known or hereafter developed), throughout the world, in perpetuity. In full consideration of all rights granted herein, Producer and/or DCL agrees to grant to FWS, and FWS agrees to accept, a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license, at no expense to FWS.:

FWS represents that FWS has the right to grant all rights granted herein and Producer and/or DCL's use of the Property as permitted herein will not infringe on the rights of any third party. The FWS agrees to cooperate in the submission of claims pursuant to the Federal Tort Claims Act (28 U.S.C. § 2671) against the United States for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his/her employment, arising out of this agreement. Neither Producer nor DCL has any obligation to include the materials in the Production or in any other production. FWS agrees that Producer or DCL may license, assign, and otherwise transfer this contract and all rights granted by the FWS to Producer or DCL under this contract to any person or entity. The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the United States of America, without regard to any conflict of law provisions. The Parties agree that the federal courts of the United States of America shall have exclusive jurisdiction over any disputes arising from or related to this Agreement. The Parties further consent to the jurisdiction of the federal courts of the United States of America with respect to any disputes arising from or related to this Agreement.

AGREED AND ACCEPTED: _____

FOR OWNER

[PRODUCTION COMPANY]

PRINTED
NAME

MATTHEW HUGGEL

PRINTED
NAME


INVENT TV LLC

SIGNATURE

BY:

TITLE:

DATE:


MATTHEW HUGGLEN
DEPUTY AD- SA
5/21/18

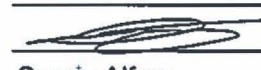
SIGNATURE

BY:

TITLE:

DATE:

2300 W. Empire Ave., Burbank CA 90045


Sergio Alfaro
Co-CEO
5/18/2018

**“TO CATCH A SMUGGLER” ACCESS AGREEMENT
BETWEEN
U.S. FISH AND WILDLIFE SERVICE
AND
LUCKY 8 TV LLC
99 Hudson St. 2nd Floor
New York, NY 10013**

This agreement (“Agreement”) sets forth the terms and conditions between Lucky 8 TV LLC (“Producer”) and the U.S. Fish and Wildlife Service (the “FWS”), in connection with the filming and recording by Producer of the television series tentatively known as *“To Catch a Smuggler (wt)”* (the “Series”). The Series intends to specifically portray the work of FWS in cases originating and/or in connection with components of The United States Department of Homeland Security (“DHS”) (including, U.S. Customs and Border Protection (“CBP”); Homeland Security Investigations (“ICE/HIS”); and the Transportation Security Administration (“TSA”). The Series is intended for initial exploitation on The National Geographic Channel programming services (the “Network”). Producer intends to film/tape and record individuals first contact with components of DHS and the ensuing investigations involving and/or concerning FWS. In consideration of the promises and covenants set forth in this Agreement, the parties agree as follows:

1. Access. FWS hereby grants access to premises and/or locations owned and/or controlled by FWS on a case-by-case basis, so that Producer may film and record for the Series. Furthermore, on a case-by-case basis FWS grants Producer access to FWS officers, personnel, and employees (collectively, the “Personnel”) necessary for the Series. FWS shall authorize Personnel to allow video and audio recorded during production in certain pre-approved circumstances and locations related to the Series as Producer may reasonably require to capture and document the FWS and its Personnel in the context of the Series. For the FWS security purposes, Producer shall provide FWS with identifying information regarding each member of the field production crew as requested by FWS.

2. Producer’s Obligations.

a. Producer acknowledges and agrees that in order to protect the integrity of FWS' work, maintain the safety of officers, agents and the public (inclusive of Producer's personnel), Producer shall comply with all instructions and restrictions as directed by FWS for purposes of the foregoing, in FWS' sole discretion, at any and all filming locations. Any filming by Producer and the work of Producer's personnel shall not interfere in any manner with the execution and performance of the FWS and Personnel's duties.

b. Producer acknowledges and agrees that it may not, during the course of filming, put FWS to any expense it would not otherwise ordinarily incur, and any filming in connection herewith shall be done at no cost to the FWS.

c. Producer shall be responsible for obtaining all necessary consents including the written consent of FWS Personnel featured in the Series, and such consent by the Personnel is hereby expressly authorized by the FWS.

3. Rights.

a. Producer intends to (i) produce footage concerning FWS and its Personnel at work, and (ii) capture any and all footage of FWS, FWS Personnel and FWS operations to produce the Series. FWS hereby agrees and consents, and shall authorize FWS Personnel to agree and consent, to the filming and recording of FWS, FWS Personnel and FWS Personnel's voices and likenesses (all of the foregoing, the “Footage”) and the use of the Footage in whole or in part. FWS grants to Producer, and shall authorize FWS Personnel to grant to Producer, all rights and consent to permit the fullest use of the Footage or any part(s) thereof in all media now known or herein invented, subject to FWS approval. FWS retains the right to withdraw consent to release any Footage and/or stop filming at any time. FWS further agrees, and shall authorize FWS Personnel to agree that the Footage, FWS Personnel likeness(es), photograph(s) and biographical material about the FWS and FWS Personnel may be used for promotional purposes relating to the Series. Notwithstanding the expiration or termination of this Agreement for any reason whatsoever, Producer's rights in and to the Footage as set forth herein, and Network's right to exploit the Footage and/or Series, shall survive the expiration or earlier termination of this Agreement.

b. FWS agrees that, as between FWS and Producer, all right, title and interest in and to the Series and all elements thereof and relating thereto including the Footage (collectively, “Material”) shall be solely owned in perpetuity by Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use said Material in connection with the Series, and in connection with advertising, publicizing, exhibiting and exploiting such Series, including,

without limitation, any ancillary products, and at any time by all means, media, devices, processes and technology now or hereafter known or devised, including, without limitation, home video, mobile content and any other digital and/or new media, in perpetuity and throughout the universe. FWS hereby agrees that it has no right (including without limitation copyright), title, or interest in or to the Material, or any contents or elements thereof, or the ancillary rights thereto, including without limitation, the portrayal of any personal experiences, incidents, situations or events. FWS retains the right to withdraw consent and/or stop filming at any time.

c. FWS grants Producer the right to use FWS' proprietary intellectual property, names, trademark(s), logos or trade names as well the names and images of FWS (collectively, the "FWS Images") in and in connection with the Series, as Producer may determine, on a case-by-case basis. For the avoidance of doubt, Producer shall have the right to use or refer to FWS Images visually and/or in dialogue as Producer shall determine. All FWS images shall remain the property of FWS.

d. As between FWS and Producer, the parties acknowledge and agree that any and all audio and visual recordings, the Footage, the Material and any element of the Series (all of the foregoing, the "Series Materials") shall be the sole and exclusive property of the Producer at all times. FWS hereby acknowledges and agrees that Producer is the sole owner of the Series Materials and at no time, past, present or future, shall FWS have an interest in, ownership of and/or access to the Series Materials.

4. FWS Review.

a. After Producer has a near final version of each episode of the Series (each an "Episode") and is prepared to submit such near final version of each Episode to the Network for airing, Producer shall arrange for an approved FWS designee to screen a copy of the recorded Footage featuring FWS personnel contained in the near final version to verify the factual accuracy of the FWS portion of the investigation contained in the Footage of the applicable Episode. Due to very tight production schedules in connection with the Series and other exigencies of production, the FWS agrees to return any comments to Producer within forty-eight (48) hours of FWS' screening and review of the applicable Footage (the "Review Period"). If Producer does not receive comments within the Review Period, the Footage in such Episode shall not be deemed approved. If the Representative provides timely comments pursuant to this paragraph, Producer shall meaningfully consult with the FWS and make good faith efforts to depict the investigation accurately. Notwithstanding the foregoing, as between Producer and FWS, Producer shall have the discretion to determine the editorial content of the Series and each episode thereof including, but not limited to, tone, theme, featured events and story line. However, FWS has the absolute right to remove consent to film or portray any footage involving confidential matters.

b. Producer hereby acknowledges that the Series shall not contain any confidential, non-public investigatory, procedural and/or operational information concerning FWS which could impair the integrity of an investigation, such as the identity of a confidential informant ("Confidential Information"), and upon written notification during the Review Period as set forth in paragraph 4(a) by FWS of the inclusion of such Confidential Information, Producer shall make good faith efforts to address any such issues, otherwise its inclusion shall not be deemed approved.

5. Representations and Warranties. FWS represents and warrants that (i) it has the right, power and authority to enter into this Agreement and to fulfill its obligations and grant the rights hereunder; (ii) there is no contract with any other person, firm, corporation or entity which will in any way interfere with the rights granted to Producer hereunder or with the performance of FWS' obligations under this Agreement; (iii) there are no additional permissions necessary for FWS to be able to grant the rights or fulfill its obligations hereunder or any such additional permissions already have been obtained by FWS; (iv) any act committed by it in connection with or related to the Series or this Agreement shall not violate any laws or rights of any person or entity, including any applicable state or federal laws, rules or regulations. Producer represents it has an agreement in place allowing Producer to film with the DHS components.

6. Miscellaneous.

a. Producer shall be under no obligation to actually use the Footage in any manner or to develop or distribute the Series.

b. The parties expressly agree that the relationship between them under this Agreement is that of two principals dealing with each other as independent entities subject to the terms and conditions of this Agreement, and that Producer is an independent journalist. At no time, past, present or future, shall the relationship of the parties be deemed, nor is it intended, to constitute an

agency, partnership, joint venture, relationship of joint actors or collaboration for any reason whatsoever. Neither party shall have the right, power or authority at any time to act on behalf of, bind or represent the other party.

c.

d. Producer shall at all times defend, indemnify and hold FWS harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable outside attorney's fees (collectively, "Claims"), arising out of any breach of any of Producer's obligations contained herein and in connection with the development, production and/or exploitation of the Series; provided, however, that the foregoing defense and indemnification shall not apply to any Claims arising out of or resulting from: (i) any breach of any of FWS' representations, warranties or agreements herein; or (ii) malfeasance and/or gross negligence and/or other intentional tortious acts or omissions committed by the FWS and/or any of the FWS' respective agents, employees, guests or invitees.

e. FWS shall not at any time issue, authorize or participate in any news story, magazine article or other publicity or information of any kind relating to the Series, or Producer or disclose any confidential information of Producer's without Producer's written consent in each instance. Notwithstanding the foregoing and for the avoidance of doubt, this paragraph shall not prevent FWS from releasing any information regarding a case that is featured in or relates to the Series. Except for disclosure by Producer to a third party broadcaster and in connection with the exploitation of the Series, the parties agree that this Agreement is confidential and that they may not disclose the contents to any third party apart from their professional advisors or as may be required by law.

f. Producer may assign any and all rights granted under this Agreement including, without limitation, to the Network.

g. This Agreement represents a complete and binding contract between the parties hereto, superseding any prior agreements, negotiations or understandings (written or oral) between them and may not be amended or otherwise changed except by a written instrument signed by both Producer and FWS. The rights granted herein shall inure to the benefit of Producer, its licensees, successors and assigns. This Agreement is subject to and shall be governed by and construed in accordance with federal law.

If the foregoing conforms to your understanding of the Agreement, please sign in the space provided below. Upon full execution thereof, this Agreement shall be binding.

AGREED AND ACCEPTED

U.S. Fish and Wildlife Service

Lucky 8 TV LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPEARANCE RELEASE FORM (FILMED MEDIA)

Name of Subject (please print in block letters):

Name of Project: _____

Today's Date: _____

I, the undersigned, authorize National Geographic Partners, LLC, its parents, affiliates, subsidiaries, partners (including the National Geographic Society), licensees, agents, representatives, officers, directors, employees, successors and assigns (collectively "NGP") to make use of my appearance as captured during the production of the Project ("Shoot") as well as my name, voice, likeness, mannerisms, characteristics and any other biographical material concerning me revealed or captured in connection with the Shoot. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree that NGP may film and/or photograph me, and record my voice, conversation and sounds (including any performance of any musical composition(s), if applicable), in connection with the Shoot. I understand that, as between me and NGP, NGP will be the sole owner of the results and proceeds of the Shoot, including all filming, photographing and/or recording ("Materials"), with the exclusive right, throughout the world, including under copyright, to use and to license others to use, all or any portion of the Materials, in any manner and in any and all media of any kind, now known or hereafter discovered or developed, whether in or in connection with the Project or in ways not related to the Project, throughout the universe, in perpetuity. Such rights shall include, but not be limited to, using Materials in the promotion of the Project and/or of NGP. NGP shall not be obligated to use any of the Materials in the Project or otherwise.

I further represent that any factual statements made by me to NGP, or in connection with the Project are true, to the best of my knowledge, and that neither my appearance here nor any statements made by me will violate or infringe upon the rights of any third party.

I waive any right of inspection or approval of my appearance or any of the Materials related to the Project. I acknowledge that NGP will rely on this permission, potentially at substantial cost to them, and I agree not to assert any claim of any nature whatsoever (including any claims for injunctive relief or money damages, all of which I hereby knowingly waive) against anyone relating to the exercise of this permission or to the use of the Materials by NGP. I agree to release, defend, indemnify and hold NGP harmless from any and all claims, demands, costs (including outside attorneys' fees) and causes of action of any kind or nature whatsoever now and in the future, including without limitation defamation, bodily harm, infliction of emotional distress and invasion of privacy, arising out of or in connection with my appearance, statements or actions in or in connection with the Project.

I agree not to issue any press, press releases or other public statements, or speak to the press about the Project, my involvement in the Project, or NGP, without NGP's prior written permission in each instance. I agree not to use NGP's name, logos, trademarks or other proprietary marks in any manner without NGP's prior written approval.

Any amendments to this release must be in writing, signed by both parties. I am 18 years of age and competent to contract in my own name.

Name: _____ Signature: _____ Date: _____

Address: _____

E-Mail: _____ Tel: _____

If the subject is a minor, I warrant and represent that I am the parent or legal guardian of the minor. If the subject is illiterate, third party witness please sign below:

Name: _____ Signature: _____ Date: _____

Address: _____

E-Mail: _____ Tel: _____

Circle one: Father Mother Guardian Witness

LOCATION RELEASE FORM

I, the undersigned ("Owner"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grant National Geographic (National Geographic Partners, LLC, National Geographic Society, or NG Studios, LLC) parents, affiliates, subsidiaries, licensees, agents, representatives, officers, directors, employees, successors and assigns (collectively "NG") permission to enter upon and to use the property, its contents and the appurtenances located at _____ (the "Property") for the purposes of photographing and recording certain scenes in connection with a project currently entitled, _____ ("Project"). All physical embodiments of filming, recording and photography on the Property, including the use of the Property's and/or Owner's name, shall hereinafter be known as the "Materials." NG may place all necessary facilities and equipment on the Property and NG agree to remove same after completion of their work and to leave the Property in as good a condition as when received.

NG will use reasonable care to prevent damage to the Property, and will indemnify Owner and all other parties lawfully in possession of the Property, and hold each of them, harmless from any claims and demands of any person or persons, including but not limited to reasonable outside costs of defense, arising out of or based upon personal injuries, death or property damage ("Claims") suffered by such person or persons resulting directly from any act of negligence or willful misconduct on NG's part in connection with the NG's use of the Property, except Claims resulting from the negligence or willful misconduct of Owner, Owner's employees, agents or affiliates, and/or other parties lawfully in possession of the Property.

Owner grants to NG all rights in and to the Materials, including without limitation, the exclusive right, throughout the world, including under copyright, to use and to license others to use, all or any portion of the Materials, in any manner and in any and all media of any kind, now known or hereafter discovered or developed, whether in or in connection with the Project or in ways not related to the Project, throughout the universe, in perpetuity. Without limiting the foregoing, NG may also use the Materials for or in advertising and promotional purposes in connection with the Project or otherwise. All rights in the Materials, including copyright, shall be vested in NG and neither the Owner, nor any tenant, nor other party having an interest in the Property, shall have any claim or right of action (including any claim for injunctive relief and/or money damages, all of which I hereby knowingly waive) against NG or any other party arising out of any use of the Materials by or with the permission of NG. NG is not obligated to use the Materials.

The undersigned acknowledges that NG is photographing and recording such scenes in express reliance upon the foregoing. The undersigned represents and warrants that the undersigned has all rights and authority to enter into this agreement and to grant the rights granted hereunder and indemnifies NG from any breach thereof.

Owner agrees not to issue any press releases or other public statements, or speak to the press about Owner's or NG's involvement in the Project without NG's prior written permission.

This is the entire agreement between Owner and NG. No other authorization is necessary to enable NG to use the Property for the purpose here in contemplated.

AGREED and ACCEPTED:

Signature (Owner)

Date

Name – Please Print

Phone / Fax

Company Name

Title

Address

City, State, Zip, Country

APPEARANCE RELEASE FORM (FILMED MEDIA)

Name of Subject (please print in block letters):

Name of Project: _____

Today's Date: _____

I, the undersigned, authorize National Geographic Partners, LLC, its parents, affiliates, subsidiaries, partners (including the National Geographic Society), licensees, agents, representatives, officers, directors, employees, successors and assigns (collectively "NGP") to make use of my appearance as captured during the production of the Project ("Shoot") as well as my name, voice, likeness, mannerisms, characteristics and any other biographical material concerning me revealed or captured in connection with the Shoot. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree that NGP may film and/or photograph me, and record my voice, conversation and sounds (including any performance of any musical composition(s), if applicable), in connection with the Shoot. I understand that, as between me and NGP, NGP will be the sole owner of the results and proceeds of the Shoot, including all filming, photographing and/or recording ("Materials"), with the exclusive right, throughout the world, including under copyright, to use and to license others to use, all or any portion of the Materials, in any manner and in any and all media of any kind, now known or hereafter discovered or developed, whether in or in connection with the Project or in ways not related to the Project, throughout the universe, in perpetuity. Such rights shall include, but not be limited to, using Materials in the promotion of the Project and/or of NGP. NGP shall not be obligated to use any of the Materials in the Project or otherwise. The Materials shall not be used in a manner that the Owner in a false or misleading light or in a manner suggesting that Owner endorses any commercial product

I further represent that any factual statements made by me to NGP, or in connection with the Project are true, to the best of my knowledge.

I waive any right of inspection or approval of my appearance or any of the Materials related to the Project. I acknowledge that NGP will rely on this permission, potentially at substantial cost to them, and, except as noted above, I agree not to assert any claim of any nature whatsoever (including any claims for injunctive relief or money damages, all of which I hereby knowingly waive) against anyone relating to the exercise of this permission or to the use of the Materials by NGP.

I agree not to issue any press, press releases or other public statements, or speak to the press about the Project, my involvement in the Project, or NGP, without NGP's prior written permission in each instance. I agree not to use NGP's name, logos, trademarks or other proprietary marks in any manner without NGP's prior written approval.

Any amendments to this release must be in writing, signed by both parties. I am 18 years of age and competent to contract in my own name.

Name: _____ Signature: _____ Date _____

Address: _____

E-Mail: _____ Tel: _____

If the subject is a minor, I warrant and represent that I am the parent or legal guardian of the minor. If the subject is illiterate, third party witness please sign below:

Name: _____ Signature: _____ Date _____

Address: _____

E-Mail: _____ Tel: _____

Circle one: Father Mother Guardian Witness

Filming Agreement
Between the
United States Department of the Interior
Fish and Wildlife Service
And
Wind River Productions, LLC

This nonexclusive FILMING AGREEMENT is made and entered into by and between the U.S. Department of the Interior, Fish and Wildlife Service (FWS), a federal agency, and Wind River Productions, LLC "Production Company," in order for the Production Company to film a fictional movie featuring an actor portraying a U.S. Fish and Wildlife Service law enforcement officer.

FWS grants the following to the Production Company; to the extent authorized by law, consistent with the statutory purpose and mission of FWS:

1. Logo.

- 1.1 The term "LOGO" means the logo as set forth in Exhibit A attached hereto.
- 1.2 No license is granted hereunder for any use other than that specified, and no license is granted hereunder for use of the logo in any combination with the business products or services of the Production Company or its subsidiaries, brands, affiliates, partners, or customers.
- 1.3 All uses of the logo will be consistent with the purpose, mission and goals of the FWS, as well as any and all applicable laws.
- 1.4 Production Company shall take all necessary steps to avoid endangering the validity or goodwill of the logo and use all efforts to maintain the validity and distinctiveness of the logo and to enhance the goodwill symbolized by the logo.

2. Production.

- 2.1 The FWS shall designate a Point of Contact (POC) to work with Production Company.
- 2.2 Production Company will provide advance delivery of all materials, generated for public viewing referring in any way to the FWS or a specific case prior to any publication, distribution, or use for review and approval by FWS. FWS will use best efforts to conclude such review within 5 business days of receipt. FWS shall review said materials for factual accuracy of information sensitivity to ensure the integrity and safety of its employees and operations in accordance with its mission or as otherwise required by law. The FWS may not otherwise limit the opinions or content of the materials as permitted under the First Amendment of the Constitution of the United States. This provision shall be placed in all Agreements by owner for use of Programming and survive termination of the

Agreement.

- 2.3 The Production Company agrees to credit the FWS as appropriate.
- 2.4 Production Company agrees to donate to the FWS a copy of the completed production, and hereby grants the Government a perpetual, nonexclusive, royalty-free license for non broadcast (i.e. television and radio) use only. This provision shall survive termination of the Agreement.
- 2.5 Production Company agrees to supply a copy to FWS of any gather footage taken. Footage shot with the assistance of the FWS, shall not be reused for or sold to other productions without specific Government approval. This provision shall survive termination of the Agreement.

3. Term.

- 3.1 The term of this Agreement shall commence upon execution of this Agreement by FWS and continue until completion of programming. Any changes to this section must be approved in writing by all parties to this Agreement. All rights granted herein are in perpetuity.

4. Termination.

- 4.1 The Government shall have the right to terminate the licenses and rights granted under this Agreement if Production Company, at any time, defaults in performing any of its obligations under the terms and conditions of this Agreement or any other Agreements entered in connection with this Programming. The Government may also terminate the licenses and rights granted pursuant to this Agreement in the event that Production Company or any other party affiliated with this Programming is unable to complete any final agreements in conjunction with the project.
- 4.2 Upon the termination of the licenses and rights granted herein, Production Company and its associates shall discontinue exercise of all permitted rights herein.

- 4.3 All rights, licenses and privileges not expressly granted to the Production Company by the United States hereunder shall remain the sole and exclusive property of the United States.

5. Governing Law

- 5.1 This Agreement shall be governed in all aspects by the laws of the United States of America.

6. Indemnification.

- 6.1 Production Company agrees to indemnify and hold harmless the U.S. Department of the Interior, its officers, employees, and contractors from all claims, actions, and judgments arising out of the Production Company's actions.

7. Use of Name or Endorsements.

- 7.1 Production Company shall not use the name or proprietary marks of FWS or the U.S. Department of the Interior on any product, service, or license without prior written approval of FWS. This provision shall survive termination of the Agreement.
- 7.2 By entering this Agreement FWS does not directly or indirectly endorse any product or service provided, or to be provided, by Production Company, its successors, assignees or licensees. Production Company shall not in any way imply that this Agreement is and endorsement of any such product or service.

8. Miscellaneous

- 8.1 Production Company represents and warrants that to the best of its knowledge neither it nor any affiliate is engaged as an adverse party in any administrative or judicial litigation or proceeding before or with any of the Federal Agencies, or the Department of the Interior (DOI); nor is Production Company or any affiliate party to any contract or other agreement with any of the Federal Agencies. For purposes of this paragraph (i) "affiliate" means another person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Production Company and (ii) "control" (including "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies.
- 8.2 Each party agrees to reasonably advise the other upon learning, or being advised of any existing or potential circumstances that could cause, or create negative public relations in connection with the implementation of this Agreement, or an actual or perceived appearance of a conflict of interest.

- 8.3 This Agreement shall be binding upon and inure to the benefit of the parties. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party without the prior written consent of the others.
- 8.4 Each Party shall not represent itself as the agent or legal representative of the other parties for any purpose whatsoever, and shall have no right to create or assume any obligation of any kind, express or implied, for or on behalf of the other parties in any way whatsoever. This Agreement shall not create or be deemed to create any agency, business partnership or joint venture between the parties.
- 8.5 With the exception of documents referenced in this Agreement, this Agreement, {including, without limitation, the Attachments, the Schedules and the Exhibits hereto) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.
- 8.6 Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be unenforceable without invalidating the remaining provisions. The parties will negotiate in good faith to revise the Agreement in a manner that most closely reflects the original intentions of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

U. S. Department of the Interior,
Fish and Wildlife Service

Production Company

By:

By:

Signature:

Signature:

Title:

Title:

Date:

Date:

Filming Agreement
between the
United States Department of the Interior Fish and Wildlife Service
and
World Media Rights Limited

This nonexclusive FILMING AGREEMENT is made and entered into by and between the U. S. Department of the Interior, Fish and Wildlife Service (FWS), a federal agency, and World Media Rights Limited ("Production Company"), in order for Production Company to film a series of television documentaries for initial broadcast on the Animal Planet channel and distribution by ITV Studios to explore the illegal wildlife trade, its links to organized crime, and the efforts to stop it ("Programming").

FWS grants the following to the Production Company; to the extent authorized by law, consistent with the statutory purpose and mission of FWS:

1. Logo.

- 1.1 The term "LOGO" means the logo as set forth in Exhibit A attached hereto.
- 1.2 No license is granted hereunder for any use other than that specified, and no license is granted hereunder for use of the logo in any combination with the business products or services of the Production Company or its subsidiaries, brands, affiliates, partners, or customers.
- 1.3 All uses of the logo will be consistent with the purpose, mission and goals of the FWS, as well as any and all applicable laws.
- 1.4 Production Company shall take all necessary steps to avoid endangering the validity or goodwill of the logo and use all efforts to maintain the validity and distinctiveness of the logo and to enhance the goodwill symbolized by the logo.

2. Production.

- 2.1 The FWS shall designate a Point of Contact (POC) to work with Production Company and be present during any and all filming at the facility. All activities surrounding the facility must be coordinated through the POC.
- 2.2 Production Company agrees to strictly follow Safety Procedures and any other Protocols as requested orally by FWS and/or attached herein.

Failure to follow any instruction or protocols, oral or written, may result in immediate termination of this Agreement. Should a situation occur in which FWS deems action or participation by Production Company inappropriate or unsafe, Production Company shall immediately defer to any and all instructions given by FWS.

- 2.3 Production Company shall conduct interviews with the following FWS employees at the convenience of FWS:

Coleen Schaefer
Edward Grace
Richard Ruggerio
Philip Alegranti
Tim Santel
Ed Newcomer
Mike Osborn
Erin Dean

- 2.4 Interviews shall only cover official duties of the employees and shall be utilized in context, only for the documentary. Any other use of filmed interviews requires the express, written permission of the Fish and Wildlife Service. This provision shall survive the termination of the Agreement.

- 2.5 FWS employees who request full identity protection (including blurred, darkened and masked facial and body features) shall receive this request and at no point have their identity shown or distributed to anyone other than the person who directly filmed the employee. FWS reserves the right to review footage of employees who request identity protection and terminate footage that does not fully protect the employee's identity. Any other use of this footage requires the express, written permission of the Fish and Wildlife Service. If this request is breached in any way, FWS reserves the right to seek legal recourse and terminate the Agreement.

Employees who have requested identity protection:

Philip Alegranti

- 2.6 Production Company shall have the right to record, edit, and produce programming, including the right to use the materials obtained from FWS as Production Company deems appropriate; in an accurate manner and consistent with this agreement, all Federal laws and the FWS mission. Production Company will provide advance delivery of all materials, generated for public viewing referring in any way to the FWS or a specific case prior to any publication, distribution, or use for review and approval by FWS. FWS will use best efforts to conclude such review within 5 business days of receipt. FWS shall review for factual accuracy or

information sensitivity to ensure the integrity and safety of its employees and operations in accordance with its mission or as otherwise required by law. The FWS may not otherwise limit the opinions or content of the materials as permitted under the First Amendment of the Constitution of the United States. This provision shall be placed in all Agreements by owner for use of Programming and survive termination of the Agreement.

- 2.7 The Production Company agrees to credit the FWS as appropriate.
- 2.8 Production Company agrees to donate to the FWS a copy of the completed production, and hereby grants the Government a perpetual, nonexclusive, royalty-free license for non broadcast (i.e. television and radio) use only. This provision shall survive termination of the Agreement.
- 2.9 Production Company agrees to supply a copy to FWS of any gather footage taken. Footage shot with the assistance of the FWS, shall not be reused for or sold to other productions without specific Government approval. This provision shall survive termination of the Agreement.
- 2.10 Production company shall exercise the utmost care to see that no damage is caused in the filming area. Production Company shall fully and timely within 7 days reimburse the government for any expenditures of funds in connection to any damage caused by Production Company.

3. Term.

- 3.1 The term of this Agreement shall commence upon execution of this Agreement by FWS and continue until completion of programming. Any changes to this section must be approved in writing by all parties to this Agreement. All rights granted herein are in perpetuity.

4. Termination.

- 4.1 The Government shall have the right to terminate the licenses and rights granted under this Agreement if Production Company, at any time, defaults in performing any of its obligations under the terms and conditions of this Agreement or any other Agreements entered in connection with this Programming. The Government may also terminate the licenses and rights granted pursuant to this Agreement in the event that Production Company or any other party affiliated with this Programming is unable to complete any final agreements in conjunction with the project.
- 4.2 Upon the termination of the licenses and rights granted herein, Production Company and its associates shall discontinue exercise of all permitted rights herein.

- 4.3 All rights, licenses and privileges not expressly granted to the Production Company by the United States hereunder shall remain the sole and exclusive property of the United States.

5. Governing Law

- 5.1 This Agreement shall be governed in all aspects by the laws of the United States of America.

6. Indemnification.

- 6.1 Production Company agrees to indemnify and hold harmless the U.S. Department of the Interior, its officers, employees, and contractors from all claims, actions, and judgments arising out of the production company's actions.

7. Use of Name or Endorsements.

- 7.1 Production Company shall not use the name or proprietary marks of FWS or the U.S. Department of the Interior on any product, service, or license without prior written approval of FWS. This provision shall survive termination of the Agreement.

- 7.2 By entering this Agreement FWS does not directly or indirectly endorse any product or service provided, or to be provided, by Production Company, its successors, assignees or licensees. Production Company shall not in any way imply that this Agreement is and endorsement of any such product or service.

8. Miscellaneous

- 8.1 Production Company represents and warrants that to the best of its knowledge neither it nor any affiliate is engaged as an adverse party in any administrative or judicial litigation or proceeding before or with any of the Federal Agencies, or the Department of the Interior (DOI); nor is Production Company or any affiliate party to any contract or other agreement with any of the Federal Agencies. For purposes of this paragraph (i) "affiliate" means another person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Production Company and (ii) "control" (including "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies.

- 8.2 Each party agrees to reasonably advise the other upon learning, or being advised of any existing or potential circumstances that could cause, or create, negative public relations in connection with the

implementation of this Agreement, or an actual or perceived appearance of a conflict of interest.

- 8.3 This Agreement shall be binding upon and inure to the benefit of the parties. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party without the prior written consent of the others.
- 8.4 Each Party shall not represent itself as the agent or legal representative of the other parties for any purpose whatsoever, and shall have no right to create or assume any obligation of any kind, express or implied, for or on behalf of the other parties in any way whatsoever. This Agreement shall not create or be deemed to create any agency, business partnership or joint venture between the parties.
- 8.5 With the exception of documents referenced in this Agreement, this Agreement, (including, without limitation, the Attachments, the Schedules and the Exhibits hereto) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.
- 8.6 Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be unenforceable without invalidating the remaining provisions. The parties will negotiate in good faith to revise the Agreement in a manner that most closely reflects the original intentions of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

U. S. Department of the Interior,
Fish and Wildlife Service

Production Company

By: Matthew Huggler

By:.....

Signature: 

Signature:

Title: *DEPUTY AD-RA*

Title:

Date: *12/28/15*

Date: