

MYSTERY SCIENCE THEATER 3000

NON-DISCLOSURE AGREEMENT & APPEARANCE RELEASE

PLEASE PRINT. NO CURSIVE.

NAME

EMAIL/PHONE

COMPANY: Satellite of Love, LLC
SERIES: Mystery Science Theater 3000

THIS NON-DISCLOSURE AGREEMENT AND APPEARANCE RELEASE ("Agreement"), effective as of the date listed above, is made between Participant and Satellite of Love, LLC. The parties hereby agree as follows:

1. Series Screening: Congratulations! Company has invited Participant to attend an exclusive screening of the Series, subject to certain restrictions. First, Participant acknowledges that the content of the Series and Screening is Confidential Information (as defined below) and is a special, valuable and unique asset of Company. The Screening is closed to members of the general public, and Participant has the unique privilege of attending the Screening with the understanding that Participant will keep the content of the Series and Screening strictly confidential until its release to the general public. As part of this confidentiality obligation, Company requires that Participant agrees to and abides by all of the following rules regarding Confidential Information:
 - a. Prior to the release of the Series to the general public, Confidential Information must NOT be disclosed to anyone, including but not limited to the press, the media, Participant's friends, family, and/or acquaintances, and members of the general public ("Third Parties").
 - b. Participant must NOT use any cameras, recording devices and/or cellular devices inside the theater or screening room while the Series Screening is in progress. NO PHOTOGRAPHY OR RECORDING OF ANY KIND IS AUTHORIZED WHILE THE SERIES SCREENING IS IN PROGRESS. If Participant attempts to use any such devices, Participant will be removed from the theater or screening room immediately.
 - c. Participant may take photographs, videos and/or recordings of events that occur outside of the theater or screening room, while the Series Screening is not in progress. Such photographs, videos, and/or recordings may be shared with Third Parties but must NOT include any Confidential Information (including but not limited to the content of any episode or motion pictures that will appear in the Series).
 - d. Participant must NOT use any Confidential Information for Participant's own benefit or for any other purpose.
2. Confidential Information: "Confidential Information" means any and all confidential or proprietary information acquired by Participant during or in connection with the Series Screening, provided to Participant by or on behalf of Company, or that is owned or controlled by Company including, without limitation, all material or information related to the Series or any episode thereof (including, without limitation, scripts, synopsis, songs, jokes, quotes, guest appearances, characters, storylines, settings, props, release plans, and any information identifying the motion pictures riffed on in the Series). PARTICIPANT WILL NOT RESPOND (OR WILL RESPOND "NO COMMENT") TO ANY REQUEST FOR CONFIDENTIAL INFORMATION FROM A THIRD PARTY.
3. Appearance Release: Participant grants to Company and its respective licensees, successors, agents and assigns the universal and perpetual right and permission to tape, photograph and record Participant and Participant's voice during and in connection with Participant's participation in the Series Screening (the "Appearance"). Participant agrees that Company shall be the exclusive owner of the results and proceeds of such taping, photography and recording with the universal and perpetual right (including copyright) to use, distribute, license, exhibit and otherwise exploit the Materials (as defined below) or any portion or reproduction thereof, in and in connection with the Series or otherwise, in any manner and in any and all media and formats now known or hereafter devised (including without limitation, theatrical, non-theatrical, all forms of television, home video, video on demand, pay-per-view, internet, social media, print, publishing, digital file, soundtrack album and other media platforms that allow the Series and/or Materials to be streamed, uploaded and/or downloaded). All physical embodiments of the Appearance shall be known as the

“Materials.” Company is not obligated to use the Materials in connection with the Series or in any other work produced by Company.

4. Name and Likeness: Participant agrees that Company may use and license others to use the Materials, Participant’s name, voice, image, likeness and any biographical material concerning Participant including, without limitation, in connection with the promotion, advertising, sale, distribution, re-creation of events, “behind-the-scenes,” “making of” or similar documentary-type promotional film(s) of the Series, and/or otherwise throughout the world, in all media, an unlimited number of times, in perpetuity. Company possesses sole and exclusive creative discretion regarding any and all use of the Materials, and may edit, alter or juxtapose the Materials with other materials at Company’s sole discretion. Participant further waives any moral rights, right of inspection or approval of the Appearance, Materials or the uses to which such Materials may be put. Participant hereby agrees not to assert any claim of any nature whatsoever (including any claims for injunctive relief and/or money damages) against Producer or any individual or entity relating to the exercise of the permissions granted hereunder, and hereby expressly waives any right Participant may have to terminate or rescind this instrument or to restrain, enjoin or otherwise impair the production, distribution, advertising, promotion, publicizing or exploitation of the Series or any rights therein.
5. Indemnification and Other Relief: Participant agrees to release, indemnify and hold Company and its respective affiliates, successors, agents, licensees, assigns, and representatives thereof, harmless from any and all liability, obligations, claims, demands, costs (including attorneys’ fees) and causes of action of any kind now and in the future relating to this Agreement, the Screening, the Materials, the Series and/or the rights granted herein, including without limitation, defamation, bodily harm, infliction of emotional distress and invasion of privacy, arising out of or in connection with Participant’s Appearance, statements and/or actions as they are embodied in the Materials. Participant recognizes that any violation of this Agreement could cause Company irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Participant agrees that Company shall have the right to obtain from any court of competent jurisdiction a temporary or permanent order or injunction (without the posting of a bond or proving actual damages or the inadequacy of money damages) restraining any breach or threatened breach of this Agreement. This right shall be in addition to any other remedy available to Company in law or equity.
6. Term and Termination: This Agreement shall commence on the date listed above and shall continue in perpetuity or until Company has publicly released the Confidential Information.

This Agreement embodies the entire agreement between Participant and the Company with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties. Participant may not assign this Agreement, and this Agreement shall be binding on Participant’s heirs, executors and administrators. Participant acknowledges that he/she has read this Agreement prior to signing it and understands its contents.

SIGNATURE OF PARTICIPANT

DATE

FOR USE BY PARENT OR GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE

I, the undersigned, hereby warrant that I am a parent or guardian of the minor, who is the “Participant” named on the above appearance release, and that I have full authority to authorize the above release, which I have read and approved. I hereby agree that I and said minor will be bound by all releases, consents and covenants contained in the above release, and hereby agree to indemnify, defend and hold harmless Company, its successors, licensees and assigns, from and against any claims, costs and expenses (including outside attorneys’ fees) incurred in connection with, or arising out of, any disaffirmance of the above release by said minor.

Name (printed): _____

Phone: _____

Signature: _____ Date: _____

Address: _____

Email: _____
