

GRANT AND RELEASE



Hollywood Ha Ha Festival (H2F)
DBA H2F Comedy Productions Inc.
3406 West Burbank Burbank CA 91505
818-845-9721

Gentlemen/Ladies:

I understand that H2F INC. CORPORATION ("Distributor") is distributing a program currently entitled Uncle Clyde's Comedy Contest (the "Program") of which my clips will be broadcast on the internet at www.ComedyCasting.com, and/or www.stupidvideos.com. In consideration of Distributor considering inclusion of the below-defined Material in the Program and for other valuable consideration, the receipt of which is hereby acknowledged, I hereby agree as follows:

1. I hereby irrevocably and unconditionally grant and release to Distributor, without the payment of any additional consideration to me:

(a) To the extent that I own all or *part* of the following rights, all rights of every nature whatsoever in and to all tapes, films, portrayals, photographs and recordings of me in connection with the comedy festival(s) hosted by H2F Inc. and all information contained therein (all of which are referred to collectively herein as the "Material"), including without limitation all copyrights therein and renewals and extensions of such copyrights, and the exclusive right to reproduce, exhibit, distribute and otherwise exploit the Material in whole or in *part* in perpetuity throughout the universe in any and all media (including without limitation the Internet, e-mail and all other on-line media), whether now known or hereafter devised, and in any and all languages, including without limitation in and in connection with all or any *part* of the Program and the advertising, promotion and exploitation thereof. In this respect, I agree that Distributor may edit, alter, dub or otherwise change the Material for any such purpose, and that Distributor may use such Material in the context of sequences or other items intended to achieve a dramatic, humorous or satirical effect; **And**

(b) The right to use my name, likeness, voice and other personal identification, in addition to the use of such name, likeness, voice, and other personal identification in and as *part* of the Material, in and in connection with the Program and the exercise of any of the rights referred to above.

2. I hereby represent and warrant that I have the full right, power and authority to enter into this Grant and Release and to grant all rights granted hereunder. I represent that the consent of no other person, firm, corporation or labor organization is required to enable Distributor to use the Material or my likeness, name, voice or other personal identification and that such use will not violate the rights of any third parties. I agree to defend, indemnify and hold Distributor from and against all losses, costs, damages, judgments, liabilities and expenses (including, without limitation, attorneys' fees) arising out of Distributor's exercise of any of the rights granted hereunder or out of a breach or alleged breach by me of any representation, warranty, covenant or agreement made by me hereunder.

3. I acknowledge that nothing herein requires Distributor to exploit the Program or use the Material or my likeness, name, voice and/or other personal identification in or in connection with the Program or otherwise; it being understood, however, that Distributor will consider distributing the Program and using the Material.

4. Independently and apart from any consideration paid to me pursuant hereto, I hereby unconditionally release Distributor from, and covenant not to sue Distributor for, any claim or cause of action, whether known or unknown, whenever arising or occurring, based upon or related to Distributor's use of the material or my name, likeness, voice and/or other personal identification of me or information supplied by me (including, without limitation, any claim or cause of action for libel, defamation, unfair competition, infringement of copyright or invasion of rights of privacy, publicity or personality). Nothing contained in this Grant and Release shall be construed as prejudicial to, or operate in derogation of, any rights, privileges, or property that Distributor might be entitled to as a member of the public, even if this Grant and Release were not in existence. This agreement shall be construed and enforced in accordance with the laws of the State of California applicable to agreements of this nature and I hereby consent to the jurisdiction of the courts located in said State. I am familiar with and do hereby waive the provisions of Section 1542 of the California Civil Code (and similar provisions of other jurisdictions of other jurisdictions) which provides as follows:

A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

5. This Grant and Release shall inure to the benefit of and shall be binding upon Distributor and me, and our respective heirs, executors, administrators, officers, directors, members, employees, shareholders, agents, successors, licensees and assigns, and Distributor may assign or otherwise transfer this Grant and Release, and the rights and obligations herein granted to Distributor, in whole or in part to any person, corporation or other entity.

This Grant and Release contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by each party. I hereby certify and represent that I have read the foregoing and fully understand the meaning and effect thereof, and intend to be legally bound.

Very truly yours,

DATED: _____

NAME: _____

ADDRESS _____

CITY, STATE, ZIP _____

Website or Email: _____

Agreed & Accepted:
H2F Comedy Productions Inc.

SIGNATURE _____