

APPEARANCE RELEASE

For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby enter into this Appearance Release ("Release") and authorize DISCOVERY EDUCATION, INC. ("DE") and its parents, affiliates, subsidiaries, licensees, successors and assigns, to make use of my appearance for the project tentatively titled: _____ the "Content", and in connection with DE or otherwise.

1. I agree that DE 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 DE 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, in all media (now known or hereafter invented), all or any portion thereof or a reproduction thereof, an unlimited number of times, in perpetuity, and in connection with the Content or otherwise. I acknowledge that my appearance in the Content is not subject to any collective bargaining agreement. I understand that DE shall not have any obligation to use or produce the Content or to utilize the Materials.

2. I further agree that DE 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 Content and/or otherwise, and in ancillary products (e.g., merchandise), in connection with the Content and in connection with DE or DE's affiliated services, throughout the world, an unlimited number of times, in perpetuity.

3. I confirm that, to the best of my knowledge, any statements made by me during my appearance will be true and will not 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 Release represents my express waiver of any and all moral rights I may have in connection with my appearance.

4. I agree to participate in the Content at my own risk. I acknowledge and agree that DE 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 Content unless such harm or injury results from gross negligence directly caused by or on the part of DE.

5. I hereby release DE and its respective parents, affiliates, subsidiaries, licensees, successors and assigns from any and all liability, claims or expenses of any kind arising from or in connection with my appearance in the Materials or Content or the exploitation thereof. I acknowledge that DE will rely on this Release and all permissions granted herein at substantial cost to DE, 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. I hereby waive any right to injunctive or other equitable relief.

6. All provisions hereof concerning my participation, the Materials and the Content shall be kept strictly confidential by me and my representatives. Neither I nor my representatives shall photograph, tape, record or otherwise copy any of the Materials or Content for any use whatsoever. Neither I nor my representatives shall issue any press releases or public statements about DE, the Content, or my participation hereunder without DE's prior written permission. Neither I nor my representatives shall use DE's or any of its affiliated companies' name, logo, trademark or other proprietary mark in any manner without DE's prior written approval in each instance.

7. I represent and warrant that all information I provide on this Release is valid, true and accurate, and that I am under no physical, mental or legal disability that prevents or would prevent me from freely and lawfully entering into this Release.

8. This document contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein and this Release cannot be changed or terminated except in a writing executed by both parties. In signing this Release, I am not relying on any representations or other statements that are not contained herein. The laws of the state of Maryland shall govern this Release. The state and federal courts located in the County of Montgomery shall have exclusive jurisdiction, to which I irrevocably consent, over any litigation, action or proceeding arising out of and/or relating to my participation in the Content. DE may assign its rights in the Content, in whole or in part, to any individual or entity, without restriction. The termination of this Release for any reason shall not affect DE's rights in the results and proceeds of the taping, recording and photography. This paragraph shall survive the termination or the expiration of this Release.

Sign Name: _____ Address: _____
Print Name: _____
Date: _____ Phone: _____
Date of Birth*: _____ E-mail: _____

FOR USE BY PARENT OR GUARDIAN OF MINOR: I represent that 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 said minor will be bound by all the provisions contained herein.

Sign Name: _____ Date: _____
Print Name: _____ Date of Birth*: _____

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