

SF Fire Department (the "Department")
APPEARANCE RELEASE FOR CITY EMPLOYEE

This Appearance Release ("Release") shall be attached to, and become a part of, a Use Agreement issued to Out of the Frying Pan Productions (the "Contractor" or "Producer") dated _____, 2018 by the Film Commission of the City and County of San Francisco. This Release supersedes any prior releases signed by the undersigned City employee arising out of Contractor's filming activities under the Use Agreement or any films, recordings, programs, episode, or series created using material created under the Use Agreement. The conditions stated in this Release shall supplement the Use Agreement and shall apply to all activities and materials arising out of the filming and photographing in the Department's facilities and the interview(s) of the Department's staff member described herein.

IMPORTANT NOTE REGARDING CITY EMPLOYEE PARTICIPATION: Participation of any individuals, including but not limited to City staff, in Contractor's filming activities is not required by the Department or the City. Your participation and approval is entirely voluntary.

NAME OF CITY/DEPARTMENT EMPLOYEE

DATE(S) OF FILMING ("CITY-APPROVED FILMING DATES"):

NOTE: If no dates are specified, the dates used will be those specified under the Use Agreement.

Program:

"Firehouse Cooking" (working title) (the "Program")

In exchange for the opportunity to appear in the Program and to further the Department's public mission, I, the undersigned interview subject, do hereby grant to the Producer the irrevocable right and license to photograph me on the CITY-APPROVED FILMING DATES specified above (including, without limitation, by means of motion picture, still or video device photography), to use my name, likeness and biographical information, to record my voice and conversation including without limitation any quotes, paraphrases, sounds, and/or any performance(s) by me on the CITY-APPROVED FILMING DATES specified above (my "Performance"), and to exploit my Performance in any and all media, whether now or hereafter known, throughout the universe in perpetuity, subject to the terms and conditions of the Use Agreement and those listed below.

I, the undersigned, release Producer and the City and County of San Francisco, and their respective partners, officers, directors, employees, successors and assigns from any and all claims that I have or might have by virtue of Producer's use of my Performance, whether now or hereafter known, including without limitation, any claim for defamation, slander, invasion of privacy or fraudulent inducement. I acknowledge that Producer is not a signatory to any union or guild or other collective bargaining agreements and this Appearance Release is not subject to any such union, guild or other collective bargaining agreements.

I represent and warrant that (i) I have the necessary rights to grant to Producer each and every right granted herein free and clear of any and all claims and encumbrances whatsoever and without the consent of any third party required, other than the City approvals required for my use of City time and City property as provided in the Use Agreement, and (ii) **any statements made by me contained in my Performance will be true and will not violate or infringe upon any third party's rights, including any privacy rights. I further agree that I will not disclose confidential patient or other private medical or other information, provided that my warranties under this agreement shall not in any way limit the legal obligations of the Producer to comply with the requirements of the Use Agreement, including obligations regarding confidential or private information or Unauthorized Materials as defined under the Use Agreement.** I agree that I am an employee of the City and County of San Francisco and not an employee of Producer, and I will not be eligible for nor receive any Producer employee benefits.

I, the undersigned, except as provided below, hereby further grant to Producer the perpetual right to use, in any and all media, now known or hereafter developed the Performance, or excerpts therefrom, in programming, and in any related or derivative versions and/or uses of such programming, and in the advertising,

marketing and promotion of the programming and/or Producer including without limitation in connection with a sponsor, and it is acknowledged that I shall not be entitled to (nor shall claim the right to) any compensation in connection with any such use.

The Department, on its and my behalf, shall retain the right to review and have approval over the footage and/or recording of my Performance that Producer wishes to incorporate in the Program (the "Footage") in advance of the first public viewing, distribution, or release to ensure that it substantially conforms to the Program Description and does not contain inaccurate, privileged and/or confidential information; or interfere with the Department's or other SF City agencies' effectiveness, operations and/or mission; jeopardize public safety or increase the risk of liability or injury to the City; violate any law; and/or violate individual's and/or SF City employees' rights (collectively "Unauthorized Materials"). Accordingly, the Producer shall eliminate, edit and/or revise any Unauthorized Materials as reasonably requested by the Department and ensure that any network publishing, broadcasting or otherwise distributing the Footage in any episode or series does not publish, broadcast or otherwise distribute any episode containing Unauthorized Materials. Producer will in good faith consider any other concerns the Department may have with the Footage, it being understood that Producer shall at all times retain editorial control of the Program..

The Department shall communicate approval of the Footage on its and my behalf and, if applicable, notify Producer in writing within fourteen business days of receipt of any Unauthorized Material, including a reasonable explanation thereof. In the absence of such notification, the Footage shall be deemed approved. I shall accept the Department's review and approval of the Footage as mine.

I hereby (i) expressly release, discharge and waive all claims, demands, losses and liabilities of any nature against any parties, including the City and County of San Francisco, which may arise from the exploitation of the rights granted hereunder or the use or approval of my Performance; (ii) covenant not to make any claims against the Producer, or against the City and County of San Francisco, as a result of, any and all loss or injury caused by or occurring as a result of the exploitation of the rights granted hereunder; (iii) acknowledge and agree that I have no right to injunctive relief.

The foregoing permission and release is given for Producer's benefit and for the benefit of each of its successors, licensees and assigns, and any persons, firms or corporations which, through Producer, shall have the right to promote, distribute and/or exploit my Performance as set forth herein. This is the complete and binding agreement between the parties, and it supersedes all prior understandings and communications, both oral and written, with respect to its subject matter. This Appearance Release its validity and affect shall be governed by the laws of the State of California.

Name: _____

Signature: _____

Dated: _____

Address: _____

E-mail: _____

City/State/Zip: _____

FOR CONTRACTOR:

Company Name: Out of the Frying Pan Productions

Signature: _____

Dated: _____

Type of Business Entity: Partnership

By: _____

Print Name: _____

Its Authorized Signatory

AS A CONDITION OF FILMING, A FULLY EXECUTED COPY OF THIS RELEASE MUST BE ATTACHED TO THE USE AGREEMENT AND A SEPARATE COPY OF THIS RELEASE MUST ALSO BE DELIVERED TO THE DEPARTMENT at _____ INSERT ADDRESS OF DEPARTMENT AND PHONE/EMAIL CONTACT.