

**Gulf Greyhound Park's 2009 Paw Search Contest  
PERSONAL RELEASE AND GRANT OF RIGHTS**

May 2009 – September 2009

**TO BE SIGNED BY PERSON(S) WHO APPEAR  
AND/OR WHOSE VOICE CAN BE HEARD IN VIDEO**

Dated: \_\_\_\_\_ Print Name: \_\_\_\_\_

In consideration of one or more of the following, such as the time and resources you expend in evaluating the Video (as defined below) submitted to you in which I (hereinafter "I" or "me" will include references to "we" or "us") appear for possible inclusion in Gulf Greyhound Park's Paw Search Contest my desire to gain exposure for myself and/or the Video, the opportunity for myself or others connected with the Video to be considered to compete for prizes regardless of whether I am personally eligible for such prizes, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I irrevocably grant to you, your affiliates, licensees, successors and assignees (collectively, "you," "your") sole and exclusive ownership of all right, title and interest in and to the Video and all elements contained in the Video, regardless of the method or medium used to submit the Video to you, including without limitation, all copyright and other intellectual property rights therein or thereto, as well as all original material(s) created by me which is (are) incorporated therein, including without limitation, all audio and/or visual material, artwork, dialogue, musical composition[s], literary material, etc. and all of my Personal Rights (as defined below) contained therein (the "Video").

Without limitation as to the foregoing grant of rights, my grant to you also includes the exclusive right, license and permission to freely utilize and exploit the Video and/or any portion(s) thereof in any manner. In addition I grant to you the right to use my name, voice, likeness, biographical information, appearance and performance in and in connection with the Video and/or the Programs (as "Programs" is defined below) (collectively, the "Personal Rights"). My grant to you includes the use of my Personal Rights and any use you may make of the Video, including without limitation, any use of the Video in and/or in connection with Gulf Greyhound Park's Paw Search Contest and/or any other program(s), format(s) production(s), commercials and commercial-tie-ins, product endorsements, product merchandising and/or merchandising of any kind, whether or not related to Gulf Greyhound Park's Paw Search Contest and also includes, without limitation, the right to use the Video and the Personal Rights to publicize, advertise and promote any and all of the Programs and/or broadcaster's or other applicable exhibitor's or transmission entity's respective programs, products or services, including transmission by satellite and over the Internet (collectively the "Program(s)") in any and all media, whether now known or hereafter devised (including, without limitation, all forms of home video (including but not limited to videocassettes, DVDs, digital recordings or transmissions, etc.); theatrical motion pictures; compilations; printed media; the Internet, websites and any and all digitized versions (including without limitation, any sponsored or commercial use in connection with online banner, "preroll," "postroll," and/or targeted advertising, graphic overlays and watermarking (and any other modifications or edits to the Video itself); digital and electronic devices) [including but not limited to gaming devices, entertainment stations and handheld devices] (such as Nintendo, Playstations, Gameboys, XBox, DS, PSP, and cell phones); all new media and future technologies; and all forms of television, e.g., free, pay, pay-per-view, cable, satellite or otherwise) throughout the universe in perpetuity and in any and all advertising, publicity and promotion relating to any of the foregoing (all of the foregoing, collectively, "Commercial Rights"). I also understand and agree that you may sell, assign or license your rights hereunder (in whole or in part) to any third party in your sole discretion and without providing any further consideration to me.

I am aware and acknowledge that new or changed rights and technologies, uses, media, modes of transmission, distribution, dissemination, exhibition or performance are being developed and will continue to be developed, discovered or recognized in the future, which may offer or create new rights and opportunities to exploit or use the Video, the Commercial and the Personal Rights (the "New Exploitation Rights"). I hereby grant and convey to you, without reservation, any and all such New Exploitations Rights in and to the Video, regardless of whether or not I am currently aware of or can foresee such uses.

I understand, acknowledge and agree that I will not receive any prize or other compensation pursuant to this agreement whether or not the Video or any portion thereof, are included in any Program(s) or otherwise utilized, or the Personal or the Commercial Rights are in any way exploited, or not used at all. Further, I agree that the Video may be cut, edited, modified, added to, subtracted from, arranged, rearranged, shortened and revised for any reasons and in any manner which you may in your sole discretion determine (including without limitation for reasons of content, presentation and time) and may, to the extent decided by you in your sole discretion, you may also add, modify or subtract the sound effects, music, host voiceovers, voices and/or other elements of the Video and/or you may use, adapt and modify the Video and/or any use of the Personal Rights or any portion or element of the foregoing and combine it with other materials in any Program(s). I hereby expressly waive any so-called "moral rights," "droit morale" and any similar rights, laws and legal benefits or principles that may now or may hereafter be recognized.

I hereby release, discharge and hold harmless you, your affiliates, employees, officers, principals, directors, your licensees, successors and assignees, the Program(s)' broadcasters, distributors, Gulf Greyhound Park, their respective parents, subsidiaries, employees, officers, directors, affiliated entities and any representatives of the foregoing and all other person(s) or entity(ies) (the "Releasees") from and against any and all claims whether at law or in equity that I may have at any time (whether or not I am aware of any such claim[s]), including without limitation claims for injunctive relief, breach of contract, infliction of emotional distress, defamation, false light, common law or statutory misappropriation, invasion or other violations of any actual or purported right of privacy and/or publicity, and claims under equivalent federal or state laws arising from the exploitation of any or all of the rights granted to you hereunder, including without limitation, the Commercial Rights and the Personal Rights (collectively, the "Released Claims"). The Released Claims shall include, without limitation, any claim relating to, arising from or in connection with: (i) any use, exploitation or exercise of any right(s) granted hereunder, (ii) in connection with/or arising from any contest and/or sweepstakes involving all or any part of the Video and/or the Personal or Commercial Rights, and the operation and/or procedures implemented in connection with any such contest and/or sweepstakes, including without limitation, the contest rules, voting procedures, contestant and voter eligibility, determinations of the judges, audiences and/or the producers, the selection of winners, the awarding of any prize, the determination of any disqualification, any disparate exposure of the Videos competing for any award, prize or recognition, and any and all other matters in connection with any contest or sweepstakes; (iii) the public dissemination and/or distribution of the Video, including without limitation, any claim resulting from piracy or other unauthorized distribution, duplication or display of the Video by third parties; (iv) the loss of the Video and/or the failure of the Video to be properly or timely displayed to the public for any reason, including but not limited to, technical difficulties, equipment failures, inadequate capacity, system overload, excess traffic, human error or malicious actions or for any other reason whatsoever, (v) in connection with any claims arising from and/or related to the negotiation or execution of this agreement, including but not limited to, any claims based upon allegations of duress or the like.

I acknowledge that I may hereafter discover claims in addition to the ones released in this document, and I hereby expressly release you from any such unknown and/or unsuspected claims.

I understand that nothing shall require you to include me or the Video in any Program or to broadcast or otherwise exhibit the Program(s) in any media and that all such matters are within your sole discretion. I acknowledge that, in the event of a breach of this agreement by you or any third party, the damage, if any, caused me thereby will not be irreparable or otherwise sufficient to entitle me to seek or obtain injunctive or other equitable relief. I acknowledge that my rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and I will not have the right to enjoin the production, exhibition, distribution or any other exploitation of the Programs, the Video or any allied rights granted herein with respect thereto, nor to revoke any of the rights granted to you herein.

I represent and warrant that I, the undersigned, am in fact the individual appearing in the Videotape.

I understand and agree that you may assign your rights hereunder in whole or in part to any person, firm or corporation, and such rights may be assigned again by any assignee thereof. I understand and agree that I may not grant or purport to grant to any third party the rights granted to you under this Release. I agree to execute any additional documents which you may from time to time require or deem necessary or desirable to evidence, establish, maintain, protect, enforce or defend your exercise and/or full exploitation of any of the rights I have granted herein including, without limitation, your right, title and interest in and to the Videotape or

any portion or element thereof. If I fail to execute and deliver such documents, I hereby appoint you as my attorney-in-fact, with full right of substitution and delegation, to execute any such documents in my name and on my behalf to effectuate the purpose of this agreement, such power being irrevocable and coupled with an interest.

This agreement constitutes the entire understanding between you and me, and supersedes all prior negotiations, understandings and agreements, whether written or oral, pertaining hereto and cannot be modified except by a writing signed by you and me. Any waiver of any term of this agreement in a particular instance shall not be a waiver of such term for the future. In the event that any paragraph or provision is deleted from this agreement, is determined to be ineffective or is limited in any manner for any reason, such deletion, determination and/or limitation shall have no effect upon the other remaining terms and conditions of this agreement, all of which other terms and conditions shall remain in full force and effect. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively.

I declare under penalty of perjury under the laws of the State of Texas and of the United States that all statements made by me in this agreement are true and correct, that the name below is my legal name, and that the signature below is my legal signature

I understand and am bound by all the terms contained in this agreement. Further, I understand that you would not further evaluate the Video without this agreement and that should you include the Video or any portion thereof in any Program(s) or exercise any other rights granted hereunder, you will be doing so in reliance on this agreement.

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Signature / Date

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Print Name / Current Age

---

Address

---

City, State, Zip

---

Daytime Telephone & E-Mail Address

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**TO BE COMPLETED ONLY IF THE PERSON APPEARING AND/OR WHOSE  
VOICE IS HEARD IN THE VIDEO IS UNDER 18 YEARS OF AGE**

NAME OF CHILD: \_\_\_\_\_ (“Minor”)      CURRENT AGE: \_\_\_\_\_

I represent and warrant that I am either (i) the parent (with sole or shared custody, as applicable) or (ii) the legal guardian of the minor child (the “Minor”) whose name appears above and that I have the legal capacity to enter into irrevocable, binding agreements on behalf of the Minor. The Minor and I, both individually, and, additionally, I, on behalf of the Minor and as the Minor’s parent or legal guardian, agree to be bound by all of the provisions of this agreement and I hereby guarantee all of the Minor’s covenants and obligations. As a material part of the consideration inducing you to enter into the foregoing agreement with Minor for use of the Video and the possible benefits arising therefrom, I do hereby: ratify and approve each and all of the terms, conditions, rights, indemnities, releases and obligations contained in the agreement; agree to attempt to secure and to do nothing directly or indirectly to hinder or prevent the full performance thereof by the Minor; consent to the use of Minor’s name, likeness, and voice as provided in the agreement, in and in connection with the production, distribution, exhibition, exploitation and promotion of the Program; and irrevocably guarantee and warrant that Minor will not disaffirm or disavow the agreement on the grounds that Minor is a minor at the date of the execution hereof, or on any other similar grounds.

This guarantee shall be applicable as well to any modification, amendment, extension, renewal or substitution of the agreement, and to the agreement as modified by any waiver. If Producer elects to seek Court approval of this agreement, I, in consideration of the execution of the agreement by the Producer, further agree to cooperate with Producer to secure the approval, by a Court of competent jurisdiction, of the agreement. I agree to indemnify and hold the Releasees (as defined in the agreement) harmless from and against any and all claims, liabilities, costs or expenses, including reasonable attorneys’ fees which may arise from the breach or alleged breach by Minor or me of the foregoing.

\_\_\_\_\_  
Parent or Guardian

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Print Name / Current Age

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Daytime Telephone & E-Mail Address

\_\_\_\_\_

**TO BE SIGNED BY ANY ADDITIONAL ADULT PERSON(S) APPEARING  
AND/OR WHOSE VOICE IS HEARD IN THE VIDEOTAPE:**

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I (we) have read the foregoing agreement and agree to be bound by all of its terms.

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Signature / Date

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Print Name / Current Age

---

Address

---

City, State, Zip

---

Daytime Telephone & E-Mail Address

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Signature / Date

---

Print Name / Current Age

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Address

---

City, State, Zip

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Daytime Telephone & E-Mail Address

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Signature / Date

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Print Name / Current Age

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Address

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City, State, Zip

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Daytime Telephone & E-Mail Address

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**TO BE SIGNED BY THE PARENT OF ANY ADDITIONAL MINOR(S) APPEARING  
AND/OR WHOSE VOICE IS HEARD IN THE VIDEOTAPE**

Each parent/legal guardian signing below represents and warrants that he/she is either (i) the parent (with sole or shared custody, as applicable) or (ii) the legal guardian of the minor child (the "Minor") whose name appears in connection with such parent's/legal guardian's signature, and that such parent/legal guardian has the legal capacity to enter into irrevocable, binding agreements on behalf of the Minor. The Minor and each parent/legal guardian of each Minor, both individually, and, additionally, the parent/legal guardian of each Minor, on behalf of the Minor and as such Minor's parent/legal guardian, agree to be bound by all of the provisions of this agreement, and each parent/legal guardian hereby guarantees all of the Minor's covenants and obligations. As a material part of the consideration inducing you to enter into the foregoing agreement with Minor for use of the Video and the possible benefits arising therefrom, I do hereby: ratify and approve each and all of the terms, conditions, rights, indemnities, releases and obligations contained in the agreement; agree to attempt to secure and to do nothing directly or indirectly to hinder or prevent the full performance thereof by the Minor; consent to the use of Minor's name, likeness, and voice as provided in the agreement, in and in connection with the production, distribution, exhibition, exploitation and promotion of the Program; and irrevocably guarantee and warrant that Minor will not disaffirm or disavow the agreement on the grounds that Minor is a minor at the date of the execution thereof, or on any other similar grounds. This guarantee shall be applicable as well to any modification, amendment, extension, renewal or substitution of the agreement, and to the agreement as modified by any waiver. If Producer elects to seek Court approval of this agreement, I, in consideration of the execution of the agreement by the Producer, further agree to cooperate with Producer to secure the approval, by a Court of competent jurisdiction, of the agreement. I agree to indemnify and hold the Releasees (as defined in the agreement) harmless from and against any and all claims, liabilities, costs or expenses, including reasonable attorneys' fees which may arise from the breach or alleged breach by Minor or me of the foregoing.

NAME OF CHILD: \_\_\_\_\_ ("Minor") CURRENT AGE: \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Print Name / Current Age

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Daytime Telephone & E-Mail Address

\_\_\_\_\_