



**EveryScape, Inc.**  
**65 Chapel St**  
**Newton, MA 02458**  
**1 (877) 450-2040 Fax: (781) 207-0096**

**APPEARANCE RELEASE**

**Project Title: \_\_\_\_\_**

In consideration of the opportunity afforded me to participate in the production of a YP360 Virtual Tour by EveryScape, Inc. ("Producer"), I hereby unconditionally grant and release to Producer, its successors, assignees and licensees, and YellowPages.com LLC d/b/a YP ("YP") the irrevocable and perpetual right in perpetuity throughout the universe, but not the obligation, to use, as Producer or YP may desire, all still and motion picture and soundtrack recordings, portrayals, and/or other materials (all of which shall be collectively referred to hereunder as "Materials" and shall be "works-made-for-hire") that Producer or YP may make of me or my voice, including the right to use my name, voice, and/or likeness in the YP360 Virtual Tour and in connection with advertising, publicizing, broadcasting, producing, exhibiting, and exploiting the YP360 Virtual Tour, in whole or in part, in any manner whatsoever, in any and all languages, by any and all means, media, devices, processes, and technologies now available or hereafter known or devised.

I agree that Producer and/or YP may edit, alter, dub, and/or otherwise change the Materials for any purpose. I hereby release YP and Producer, each of its employees, officers, directors, agents, affiliates, representatives, successors, assignees, and licensees (collectively, "Releasees") from any and all claims and demands arising out of or in connection with such use of the YP360 Virtual Tour, including, without limitation, any and all claims for invasion of privacy, infringement of my right of publicity, defamation (including libel and slander) and any other personal and/or other property rights, and I agree that I shall not now or in the future assert or maintain any such claim against the Releasees or any of them. I understand that Producer has been induced to proceed with the production, distribution and exploitation of the YP360 Virtual Tour in reliance upon this agreement. If Producer breaches this agreement, I agree that my sole remedy shall be strictly limited to an action for monetary damages, if any, and in no event shall I be entitled to terminate this release or to seek to enjoin the production, distribution, exhibition and/or other exploitation of the YP360 Virtual Tour or any part thereof. Producer may assign this release, or any part thereof, to any third party. Producer and I acknowledge and agree that this release shall be governed by the laws of the state of California, without regard to choice of law rules. This Agreement constitutes my entire understanding with respect to the subject matter hereof and may not be amended or revoked except in a writing executed by me, Producer, and YP.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 (Signature)

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

**(IF THE ABOVE SIGNATORY IS UNDER THE AGE OF 18 YEARS, THE PARENT OR LEGAL GUARDIAN OF SUCH PERSONS SHOULD SIGN BELOW.)**

I hereby warrant that I am the parent and/or legal guardian of the person who signed the foregoing agreement, that I have caused said person to execute said agreement, and that, knowing of your reliance hereon, I agree to cause said person to adhere to all of the provisions of said agreement.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 (Signature)

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_