

# Release/Consent Agreement

Thank you for agreeing to participate in The Traveling Diary Tour™ (the “Project”). This release/consent form is related to your participation in the Project and covers the submission to us of stories of any kind including your written contributions on the The Traveling Diary Tour™ platform, recording of your interview(s), submission of any stories, and any text, video, pictures, writings, or graphics that you contribute (the “Materials”).

**Participation and Grant of Rights:** By participating in the Project, you grant us the rights to all submitted works and Materials to the The Traveling Diary Tour™ (including but not limited to photographs, video/film, audio, transcriptions, and edits of any recordings and social media narratives using your identifiable social media handles, collectively referred to as the “Recordings,” which you acknowledge once submitted to The Traveling Diary Tour™ will be owned exclusively by Monkey Bread Publishing Inc. and the perpetual, irrevocable, gratis right to use the Recordings, the Materials, and your name and likeness in connection with the Project and any derivative works based on the Project including licensing of merchandising rights. “Use” includes the right to print, display, perform, publish, license, promote, create and sell merchandise, and distribute throughout the world, in any language or format, in perpetuity. You hereby waive and release any claims related to your submission, the Project, the Materials, and the Recordings and the use of these rights, including but not limited to any claims related to the rights of publicity, privacy, trademark, trespass, copyright, moral rights, libel, intrusion, and/or misappropriation. The act of submitting Materials or Recordings to The Traveling Diary Tour™ effectively serves as the assignment and transfer of all right, title, and interest in any copyrightable material being submitted. The Traveling Diary Tour™ shall be considered the author of the Recordings and Material for all purposes, and shall be, and remain at all stages of completion, the sole and exclusive owner of the Material and all right, title and interest therein (the “Rights”). The Rights shall include, without limitation, the undivided copyright (and all renewals, extensions, and reversions thereof), neighboring rights, patent and trademark rights, and any and all other ownership, economic, and exploitation rights in and to the Material and Recordings now or hereafter recognized in any and all territories and jurisdictions including, by way of illustration, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public, and the right to exploit the Material and Recordings throughout the universe in perpetuity in all media, markets, languages, and forms of expression and communication now known or later developed. To the extent legally permissible, by submitting to the The Traveling Diary Tour™ you hereby waive all rights (if any) of “droit moral,” rental rights and similar rights in and to the Material for yourself and each and every aspect thereof, and agree that The Traveling Diary Tour™ shall have the right to revise, condense, abridge, expand, adapt, change, modify, add to, subtract from, re-title, re-draw, re-format, re-color or otherwise modify the Material or Recordings and each and every aspect thereof, in any manner, The Traveling Diary Tour™ may in its sole discretion determine and without your consent or the consent of any of your heirs, agents, employees, assigns, or subcontractors.

**Exclusivity:** By participating in the Project, you grant us the exclusive access to your story. This exclusivity will provide The Traveling Diary Tour™ and its members, officers,

representatives, sublicensors, assigns, and the distributors of this project with the sole rights to your story in perpetuity and shall include the anecdotes, insights, backstories, photographs, and narratives shared on The Traveling Diary Tour™ platform. This release provides your explicit consent and preserves the exclusivity of the access and rights highlighted herein.

**Representations and Warranties:** You agree that (a) you are 18 years old or older; (b) your contribution to the Materials is original to you; (c) to the best of your knowledge your contribution does not infringe on the rights of any third party (including copyright, trademark, rights of publicity or privacy, and/or any other proprietary right; and the material is not libelous or otherwise contrary to law); and (d) nobody else can claim ownership or control over your contribution to the Materials. If any third-party consent is needed for you to participate in the Project or make a contribution to the Materials, you will use best efforts to assist in securing that necessary consent including securing all intellectual property rights and licenses.

If any of the things in the prior paragraphs are not true, although we appreciate your interest, **you are not permitted to submit to** The Traveling Diary Tour™.

By submitting the Material to the Project, you agree to indemnify The Traveling Diary Tour™ (and its members, officers, representatives, sublicensors, and distributors) for any losses, damages, or expenses related to the breach of any of the above representations and warranties, including any claims which, if true, would constitute a breach.