

Venture Café Presents Interviewee (Participant) Release and Waiver

I agree to be interviewed and have that interview recorded in video and audio format (the "Interview") for possible inclusion in a series of interviews concerning start-up businesses and venture capital currently entitled "The Venture Café Presents" ("the Film") which film will be produced by the Venture Café Foundation, Inc., a Massachusetts non-profit corporation, its agents, owners, employees, and representatives (collectively, "Producer").

I, the Interviewee/Participant, also agree to grant to Producer, its licensees, assigns and successors, the irrevocable right and a royalty-free license to use, re-use, reproduce, exhibit, distribute, license, and otherwise exploit the Interview, on a non-exclusive basis (collectively, "Use") on a world-wide basis, including via internet broadcast such as via YouTube®, in perpetuity, provided that:

- A) While Producer may edit the Interview for length; and
- B) Allow the interviewer, Christine O. Dunn of Clark Hill Media Group, Inc. (d/b/a ArcPoint Strategic Communications) ("Interviewer") to likewise broadcast via the internet a full-length or edited version of the Interview and publish one or more derivative works that are written text versions of the Interview;

Producer may not otherwise alter, adapt, or modify the Interview.

This grant of rights includes the use of my name, likeness, image, photograph, voice, (as actually depicted in the Interview), and/or any information and material provided by me in connection with the Interview (collectively, "Materials") in any and all formats now known or hereafter devised.

I grant these rights for the opportunity to be interviewed and for the possibility that such Interview will part of the Film or otherwise broadcast. I acknowledge that Producer will own the Interview, and all Uses of and rights thereto herein granted, and all rights under this Release and Waiver ("Release"), and that I have no rights to the Film, or any Uses of or rights thereto, and have no right to receive any compensation or other consideration for any Use of the Materials or the Film. Nothing in this Release obligates Producer to use the Interview, Materials or rights granted in this Release.

I expressly reserve all rights not herein granted, including all other rights to use my name, image, or likeness for any purpose, including advertising or endorsement purposes, or to dramatize my story or to portray me in any way.

I recognize that I will have control over and responsibility for any responses or other comments I make during the Interview. I therefore agree that should Producer, Interviewer, or any other licensee be sued because of any comments of mine I will defend and indemnify (including paying any attorney fees) the Producer, Interviewer, or other licensee from such lawsuit. I also expressly release Producer, Interviewer, and all licensees from any claim for invasion of privacy, trade disparagement, defamation, or other claim I might have that arises out of the Film or authorized derivative works

This Release will in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the state of Massachusetts without reference to conflicts of law principles of any jurisdiction, represents the entire understanding of the Parties with respect to its subject matter, and may not be amended unless mutually agreed to by both Parties in writing. I agree that any lawsuit concerning this Release, the Interview, or the Film shall only be brought in either the United States District Court, District of Massachusetts in Boston or the Suffolk or Middlesex County Superior Court of Massachusetts. I waive the right to bring lawsuit in any other court and also waive the right to object to any of the above-named courts' personal jurisdiction over me or inappropriateness or inconvenience as a forum.

I waive any right to injunctive and/or other equitable relief. I acknowledge that: (i) I have read and fully understand the entire Release and expect to be bound by its terms; and (ii) I am unaware of this Release violating any agreement with or right of a third party.

Signature of participant here (and of legal guardian below, if Participant is younger than 18 years old):

Signature of participant: _____

Printed name: _____

Title: _____

Entity: _____

Date: _____

Signature of Participant's legal guardian if Participant is under 18 years old:

Signature: _____ Date: _____

Print Name: _____

Legal relationship to participant: _____