



BLACK SOCIAL CAPITAL PODCAST GUEST RELEASE

These are the rules, terms, and release for participating in the Black Social Capital Podcast. The Black Social Capital Podcast is a product of Stay Motivated and Rise Together Enterprises.

This is a binding agreement between you and Stay Motivated and Rise Together Enterprises ("we," "our," and "us") concerning the terms under which you agree to participate in our website, podcast or other projects (collectively, the "Project") as an interviewee, guest, contributor, or through some other form of participation in the Project (your "Participation"). You hereby acknowledge (i) the receipt and sufficiency of valuable consideration to enter into this agreement and (ii) that this agreement shall be binding upon you and your heirs, legal representatives, and assigns.

THE RELEASE. You hereby grant to us the exclusive, worldwide, irrevocable, and royalty-free right and permission to record, use, publish, stream, sell, promote, license, distribute, and create derivative works from any audio or video of your Participation, or any other form of your Participation, including without limitation your name, recorded voice or video, photograph, likeness, biographical information, any content you provide in connection with your Participation. You further agree that, as between you and us, we are the sole owner of the Project and any derivative works.

You agree that you have no right of approval, no right or claim for compensation or credit, and no claim (including without limitation claims based upon invasion of privacy, defamation, or right of publicity) arising out of or in connection with your Participation, including any use, alteration, or use in any composite form contemplated hereunder.

You hereby represent and warrant that you have the right to enter into this agreement and to grant the rights herein. You warrant that you have not violated the rights of any third parties, including but not limited to copyrights, trademarks, rights of privacy, defamation, trade secrets, and non-disclosure agreements, and that in the event of any breach of this representation and warranty, you will defend and hold us, our employees, agents, contractors, service providers, affiliates, and owners, harmless and without indemnity against any such claims.

GOVERNING LAW AND FORUM CHOICE. You and us each agree that the terms shall be governed by the laws of the State of California without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the terms, shall be brought exclusively in the courts located in the county of [the county where you live] or the nearest U.S. District Court. You and we agree to submit to the personal jurisdiction of the courts located within the county of Los Angeles or the jurisdiction nearest U.S. District Court, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

GENERAL. Unless otherwise stated, we may communicate with you officially by any reasonable means now known or later developed. These include without limitation email, postal mail, overnight mail, personally, and through the Project. A printed version either of these terms or of any notice sent in electronic form shall be equally as admissible in legal proceedings relating to these terms as documents generated and maintained in printed form. All parties approve of these terms and all related documents having been written in English.