

**ESPN SPORTSCENTER
HOME VIDEOTAPE RELEASE AND GRANT OF RIGHTS**

* TO BE SIGNED BY PERSON WHO OWNS VIDEO AND SHOOTER OF VIDEO (IF SHOOTER IS NOT
THE OWNER)*
(IF OWNER IS A MINOR, PLEASE SEE PAGE 3)

Dated: _____

ESPN, Inc.
ESPN Plaza
Bristol, CT 06010-7454

Gentlemen:

In consideration of the time and resources ESPN, Inc. expends in evaluating the videotape I submitted to ESPN, Inc., which is owned by me and/or in which I appear, for possible inclusion in the program "SportsCenter" (the "Program"), my desire to gain exposure for myself and/or the Videotape (as defined below), and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I irrevocably grant to ESPN, Inc., its affiliates, licensees, successors and assignees (collectively, "ESPN") the right to use and distribute the Videotape or any portion or element contained therein (the "Videotape") in all means and media, whether now known or hereafter devised, throughout the universe in perpetuity for any purpose whatsoever. ESPN shall additionally have the right to use my appearance (if any) in the Videotape, and my name, voice, likeness and biographical information in connection with its use of the Videotape. I understand that once submitted, the Videotape will not be returned.

I acknowledge that ESPN is under no obligation to use the Videotape. ESPN also has not promised nor given any assurances that I will receive any prize or other compensation if the Videotape is included in the Program or any other program. Further, I agree that the Videotape may be cut, edited and/or added to for any reason and in any manner which ESPN may in its sole discretion determine and may, to the extent decided by ESPN in its sole discretion, have sound effects, music, host voiceovers and/or other elements added to the Videotape, and that ESPN may use and modify the Videotape or any portion or element of it and combine it with other materials in the Program or any other program.

I hereby release, discharge and hold harmless ESPN and any and all other person(s) or entity(ies) from any and all claims whether at law or in equity (including without limitation, injunctive relief) that I may have at any time (whether or not I am aware of any such claim[s]) (i) by reason of any use, exploitation or exercise of any right(s) granted hereunder; and/or (ii) arising from a breach of my representations and warranties hereunder. I acknowledge that I may hereafter discover claims in addition to the ones released in this document, and I hereby release ESPN from any such unknown and/or unsuspected claims.

I acknowledge that, in the event of a breach of this agreement by ESPN or any third party, the damage, if any, caused to me will not entitle me to seek injunctive or other equitable relief, and I will not have the right to enjoin the production, exhibition, distribution or any other exploitation of the Programs or the Videotape.

I further release, indemnify and hold harmless ESPN, and its directors, officers, shareholders, employees and agents for any liability, injury, emotional injury, death, loss or damages to me or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, in connection with the creation or submission of this Videotape (or related activities).

I represent and warrant (1) that I am the sole and exclusive owner of the Videotape and have the full right and authority to enter into this agreement and to grant the rights herein, (2) that the Videotape, and ESPN's use of it as authorized herein will not violate or infringe the rights of any party, and (3) that I am not a member of the Screen Actors Guild, the American Federation of Television and Radio Artists, the Directors Guild of America, the Writers Guild of America, or any like theatrical, motion picture or television union or

guild. I hereby agree to indemnify and defend ESPN against any and all losses, claims, debts, demands, liabilities, attorneys' fees and all other damages or costs arising from or related to a breach of any of the above representations or warranties or the falsity of any of these representations or warranties.

This Release will be governed by and construed under and in accordance with the laws of the State of New York. I hereby consent and agree to the exclusive jurisdiction of the federal and state courts of the State of New York located in the County of New York, in connection with any lawsuit, action or proceeding arising out of or related to this agreement, the use of the Videotape, and/or to any rights granted hereunder.

This agreement constitutes the entire understanding between ESPN and me, and cannot be modified except by a writing signed by ESPN 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 determined to be ineffective or is limited in any manner for any reason, all of the other remaining terms and conditions shall remain in full force and effect.

Very truly yours,

[Signature] [Date]

[Print Name] [Current Age]

[Address]

[City, State, Zip]

()

[Telephone] [E-Mail Address]

TO BE COMPLETED IF OWNER OF VIDEOTAPE IS UNDER 18 YEARS OF AGE:

NAME OF CHILD: _____ 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.

Parent/Guardian: _____
[Signature] [Date]

[Print Name]

[Address]

[City, State, Zip]

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[Telephone] [E-Mail Address]

EXHIBIT A

IF OWNER OF SUBMITTED VIDEOTAPE DID NOT SHOOT IT, PLEASE HAVE SHOOTER OF
VIDEOTAPE READ AND SIGN

I, the undersigned, represent and warrant that I am neither the "Owner" of the Videotape, nor the "Owner-Shooter," but am simply the "Shooter" of the Videotape. I represent and warrant that I have read and fully understand the foregoing Home Videotape Release and Grant of Rights (the "Release") and agree that the terms used in this paragraph shall have the same meaning as set forth in that document. I further warrant and agree that I neither seek nor claim ownership of this Videotape or any rights therein, nor will I seek or claim ownership of this Videotape or any rights therein. Notwithstanding the foregoing, to the extent I own any rights with respect to the Videotape, I hereby irrevocably grant to ESPN, Inc., its affiliates, licensees, successors and assignees (collectively, "ESPN") the right, license and permission to freely utilize, exploit, and distribute the Videotape in the same manner as Owner granted to ESPN with respect to the exploitation of the Videotape as expressly set forth in the Release. All of the foregoing terms and the terms of the Release shall be governed by and construed in accordance with the laws of the State of New York that apply to contracts which are entered into and fully performed within such State.

[Signature] [Date]

[Print Name] [Current Age]

[Address]

[City, State, Zip]

(_____)
[Telephone] [E-Mail Address]

TO BE COMPLETED IF SHOOTER OF VIDEOTAPE IS UNDER 18 YEARS OF AGE:

NAME OF CHILD: _____ 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.

Parent/Guardian: _____
[Signature] [Date]

[Print Name]

[Address]

[City, State, Zip]

(_____)
[Telephone] [E-Mail Address]