

“WINK Listens” Agreement And Release

In consideration for my participation in “WINK Listens,” and of the other covenants and promises contained in this Agreement, the sufficiency of which the parties acknowledge, I agree as follows:

I, _____, grant to Fort Myers Broadcasting Company, and all its affiliated entities and persons (collectively, “FMBC”), the immediate, exclusive, worldwide, irrevocable, and perpetual license to use, reproduce, distribute, display, and transmit, in whole or in part, in print, electronic form and/or broadcast, on any platform currently existing or which may exist in the future, all as FMBC deems appropriate in its sole discretion (including, without limitation, for use in advertising, promotion, exhibition, and exploitation): my name, image, likeness, appearance, voice, and/or information I provide (collectively, the “Content”). I agree FMBC will not pay me a license fee.

I agree FMBC may edit or alter the Content in its sole discretion. I also agree FMBC owns all intellectual property rights associated with the Content.

I further agree to indemnify and hold harmless FMBC, its officers, directors, employees, attorneys, agents, successors, and assigns from any claim, action, demand, suit, damages, costs, and attorneys’ fees which may arise out of my participation in “WINK Listens” and/or FMBC’s use of the Content.

In further consideration of the promises and covenants in this Agreement, I agree I will not assert or maintain against FMBC, its officers, directors, employees, attorneys, agents, successors, and assigns, any claim, action, demand, suit, damages, costs, and attorneys’ fees, including, without limitation, any claim for invasion of privacy, violation of the right of publicity, personal injury, or defamation, which may arise from my participation in “WINK Listens” and/or FMBC’s use of the Content. In further consideration of the promises and covenants in this Agreement, I release FMBC, its officers, directors, employees, attorneys, agents, successors, and assigns, from all claims actions, demands, suits, damages, costs, and attorneys’ fees, whether known or unknown, at law or in equity, which I (or any of my heirs, representatives, successors, and assigns) had, have or may have arising out of my participation in “WINK Listens” and/or FMBC’s use of the Content.

This Agreement represents the entire agreement between FMBC and me regarding my participation in “WINK Listens” and/or FMBC’s use of the Content, and it may not be modified except in writing upon the written agreement of both parties.

I agree that should a court of competent jurisdiction rule that any provision of this Agreement is wholly or partly unenforceable, such ruling will not affect the validity and enforceability of the remainder of this Agreement. I also agree that each party to this Agreement participated equally in its drafting. In addition, nothing in this Agreement, express or implied, is intended to confer upon any entity or person other than the parties to this Agreement and their

authorized successors and assigns any rights or remedies under, or by reason of, this Agreement, except as may be described elsewhere in this Agreement.

I represent that I am authorized to enter into this Agreement.

I have read the foregoing, understand it, and agree to its terms.

Name: _____

Address: _____

Phone number: _____

Email: _____

Signature: _____

Date: _____

FT. MYERS BROADCASTING COMPANY

By: _____

Name: _____

Title: _____

Date: _____