



Media License Agreement

1. **Parties**

This video license and release agreement is between 2 Wheel Therapy LLC, incorporated in California, (“Company”) and _____, domiciled in _____ (“Grantor”). This Agreement is effective as of the date of the Grantor’s signature.

2. **Definitions**

“**Channel(s)**” refers to all means of distribution and display used by the company whether through intermediary third parties such as social media or directly through the use of physical, digital, or mechanical displays.

“**Media**” refers to any and all content in any format whether visual or audio including, but not limited to video, audio recording, photographs, scans, in any format whether physical, analog, digital or electronic and captured by any means whether now known or later developed. This refers to the specific Media identified below.

Name(s) of Media:

Media Type(s):

File Format(s) Submitted:

3. **Recitals**

2 Wheel Therapy is a media company providing commentary and content with many Channels. Grantor is the owner of certain Media which Grantor would like to be distributed to a wider audience and serve as the subject matter for the Company’s commentary. Grantor is providing the Company with this license and all rights described in this Agreement in exchange for the opportunity to be featured in the Company’s Channels and be referred to as the owner of Media in the event a Third Party licensor is seeking a commercial license for the Media as sufficient consideration.

4. **Rights**

Grantor gives the Company a non-exclusive, worldwide, royalty free, indefinite, irrevocable, assignable, sublicensable, and commercial license to use the Media across all Channels and for any legal purpose. Grantor gives the Company the right to modify, edit, change, create derivative works, or otherwise creatively exploit the Media in any lawful manner the Company deems without prior consultation, input, or approval from the Grantor. The Company may use the Media without express credit to the Grantor on any Channel, but will provide credit to the Grantor whenever requested by Third Parties.

5. **Representations**

The Grantor warrants and affirms they hold all intellectual property or other relevant rights legally required to grant this license. In particular, the Grantor affirms they have the rights from all persons whose image, likeness, and right to publicity are contained in the Media or will obtain the rights for the Company as soon as feasibly possible. The Company makes no promises or representations about whether any individual Media will be featured on any Channel and is only offering the opportunity to be featured. The Grantor promises no images of minor children under the age of thirteen (13) are featured in the Media.

6. **Release**

If the Grantor or their children are featured in the Media the Grantor releases all rights to the Company to rights of publicity including their name, image, and likeness in any form. The Grantor releases the Company from all liability associated with the Media or the use of their image and likeness. The Grantor irrevocably promises not to bring any suit or action against the Company for any cause of action arising from or associated with the Media. In particular, the Grantor waives any right to enjoin the Company.

7. **Indemnity**

Where the Grantor does not have the rights or fails to fulfill the promises contained in this Agreement the Grantor promises to fully indemnify the Company against any and all costs originating from any claim, legal or administrative brought against the Company as a result of the Grantors failure to abide by the terms of this Agreement.



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8. Dispute Resolution & Choice of Law

The Grantor waives any right to bring a class action suit, whether as primary plaintiff or a member of a class against the Company for any cause of action related to this Agreement, the Media, or any of Grantor’s Channels. The Grantor promises to first pursue mediation prior to initiating any other administrative or legal action against the Company. The Grantor accepts being submitted to binding Arbitration where mediation fails. All disputes arising under this Agreement shall be governed by the laws of California and Federal Law. The venue for Arbitration shall take place in the county of San Diego, California. This constitutes the entire agreement and understanding of all parties.

The proper use of this form without modification will serve as validly signed by the Company and as an acceptance of the Company’s offer, unless expressly objected to in writing within fifteen (15) days of actual receipt by the Company.

Where the owner or creator of the Media is at least 18 years old:

Signature: _____

Name: _____

Date: _____

Where the owner or creator of the Media is under the age of 18 (“Minor”), but over the age of 13:

Name of Minor: _____

Minor Date of Birth: _____

Minor’s Parent or Guardian Signature: _____

Minor’s Parent or Guardian Name: _____

Date: _____