

AT&T SPORTSNET PITTSBURGH, LLC
323 North Shore Drive, Suite 200
Pittsburgh, PA 15212

VIDEO RELEASE

(To Be Signed by the Individual That Created and Submitted #bringyourswing)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (the "Owner") irrevocably grants **AT&T SportsNet Pittsburgh, LLC**, ("Producer") the right, in perpetuity, throughout the universe, in any language, and in all media now known or hereafter devised, to use (in whole or in part) (a) **the video submitted by Owner as part of the #bringyourswing campaign (a copy of which is attached hereto as Exhibit A)**, including any and all images, labels, logos, signage, art, music, designs, special effects, sound effects and other elements thereof (collectively, the "Material"); and (b) owner's name, voice, likeness and biographical information (collectively, Owner's "Likeness") in and in connection with one or more episodes of Producer's television programs currently entitled "**Pirates Pregame Show**" (the "Programs"), including for use as part of the content of one or more Programs, or for any other purpose whatsoever, and Owner acknowledges and agrees as follows:

1. Producer is not obligated to use the Material. Producer can use the Material in any manner, in all media (whether now known or hereafter devised) throughout the universe, in perpetuity, and in advertising and publicity for Producer, the Programs and/or the exhibitors (including, but not limited to, institutional promotion) and sponsors thereof with the #bringyourswing campaign). Producer has the right to alter or modify the Material in its sole discretion.
2. Owner represents and warrants that: (a) Owner possesses all rights in and to the material necessary for the grant of rights under this Materials Release; (b) Owner has the right to grant Producer the full right to use the Material and that no other permissions or payments are required for Producer to use the Material as described above, and that such use by Producer will not violate the rights of any third parties; and (c) Owner will not institute or assert, or cause or consent that others institute or assert any claims, demands or action against Producer its successors, assigns and licensees any claim, action, suite or demand of any kind or nature whatsoever, including but not limited to, those grounded upon copyright or trademark infringement, invasion of privacy, rights of publicity, other civil rights, or for any other reason in connection with the use of the Material.
3. In the event that Producer is in breach of any provision of this Materials Release, Owner acknowledges and agrees that the damage, if any, caused thereby will not be irreparable or otherwise sufficient to entitle Owner to injunctive or other equitable relief; Owner's remedy in such case being strictly limited to the right to recover monetary damages, if any, in an action at law. Without limiting the foregoing, Owner shall not be entitled by reason of any such breach to terminate or rescind this Materials Release nor to enjoin, restrain or otherwise impair Producer's exercise of any of the rights and privileges granted or to be granted to Producer hereunder, nor to restrain, enjoin or otherwise impair Producer's development, production, exhibition and/or exploitation of the Programs, any portion thereof or any advertising, publicity or promotion in connection therewith.
4. Owner understands that Producer is expending substantial monies in reliance on this Materials Release and that it is irrevocable.
5. Owner will not at any time issue, authorize or participate in any news story, magazine article or other publicity or information of any kind relating to the Programs or Producer or disclose any confidential information, including without limitation the terms of this Materials Release, without Producer's written consent in each case. Additionally, Owner has no right to use the names, trademark, logos, or trade names of Producer or the names or logos related to the Programs for any purpose whatsoever, including but not limited to, publicity, public relations, merchandising or self-promotion purposes without the prior written consent of Producer.

Owner's Signature

Owner's Address

Print Name

Owner's Date of Birth

Date

EXHIBIT A
COPY OF "MATERIAL"