## **KAKTH**SN

## CO-PERFORMER RELEASE AGREEMENT

(the "Agreement")

In favour of \_\_\_\_\_\_ [PRODUCER LEGAL NAME] (hereinafter referred to as the "**Uploader**"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, \_\_\_\_\_\_ [CO-PERFORMER'S FULL LEGAL NAME], hereby agree as follows:

- 1. I hereby represent that I am of sound mind and body, acting of my own free will and fully understand the terms of this Agreement, and I am legally able to execute this Agreement.
- I hereby agree be photographed, recorded and/or videotaped by or on behalf of UPLOADER in connection with my participation in \_\_\_\_\_\_ [VIDEO TITLE / VIDEO AND/OR PICTURE S DESCRIPTION] (hereinafter referred to as the "Content") on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.
- 3. I hereby agree and represent that I am AT LEAST 18 YEARS OLD (OR OVER THE AGE OF 21 YEARS IN PLACES WHERE THE AGE OF MAJORITY IS NOT 18 YEARS), AND THE AGE OF MAJORITY AND LEGAL CONSENT IN THE JURISDICTION IN WHICH I LIVE OR RESIDE at the time that the Content is created. Further, I fully understand and acknowledge the adult nature of the Content and hereby consent to appear fully and/or partially nude in such Content.
- 4. I hereby grant the Uploader the permission to use, reproduce, sell, license, rent or otherwise distribute and publish, including distribution with an option to be downloaded by end-users, modify, edit and alter the Content, which permission is irrevocable. Furthermore, I hereby agree and authorize Uploader to publish the Content online, on the platform of her/his/its choice, including any Web platform where independent content uploaders can upload, publish, license and sell their original adult videos, services or other tangibles goods to final users, including all related subdomains or websites of such platform (all together referred to as the "**Platform**"), and such authorization is given for an unlimited time.
- 5. I hereby understand and agree that the Content may be searchable by others through the Platform itself and through others partnered or networked entities of the Platform or the Uploader. Furthermore, I understand and agree that the Content may be searchable by publicly available search engines, and it is my sole responsibility should I wish not to appear, be found, or be removed of such search engines.
- 6. If the Content is found on a site(s) that is not indicated as related to the Uploader, or its licensees, as the case may be, I shall have full rights to demand that the Content be taken down from such unapproved site and/or destroyed, the whole at my own costs.
- 7. I fully understand and acknowledge that all of the Content is the sole property of the Uploader and can be used under licence by the Platform, and all films, audiotapes, videotapes, reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the Content, are the property of the Uploader.

Co-performer:	
Uploader:	·

- 8. I hereby represent and acknowledge that I am solely responsible for the nature of the Content in which I decided to participate in and that I am solely responsible to bear all risks associated with my participation in the Content. I will not participate in any content that could be deemed illegal or illicit, or involving minors, or otherwise violates the standards of the card brands. Furthermore, I agree not to participate in content that could violate third party's intellectual copyright or that violates another individual's privacy or image.
- 9. I hereby release, discharge and undertake to indemnify and hold harmless the Uploader and the Platform from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to my participation in the Content. Without limiting the generality of the foregoing, I agree that the Uploader have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Content or my participation in the Content. I further release all rights to bring any claim, action or proceeding against the Uploader and the Platform.
- 10. I fully understand that the present declaration is binding upon my heirs and legal successors. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by both the Uploader and the Platform, and their respective successors and assigns.
- 11. I acknowledge that I have reviewed this Agreement in its entirety and understand its terms and, further, that I have had the opportunity to discuss this Agreement with my own counsel. This Agreement shall be deemed to have been jointly drafted by me and the Uploader, and in construing and interpreting this Agreement, no provision shall be construed and interpreted for or against any of the parties hereto because such provision or any other provision of the Agreement as a whole is purportedly prepared or requested by such party.
- 12. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.
- 13. I agree and understand that I am solely responsible to comply with all applicable laws and regulations in my location as well as all laws and regulations applicable to my participation in the Content.
- 14. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Co-performer:	
Uploader:	

#### **CO-PERFORMER**

Read and accepted this	day of	, 20
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#### UPLOADER

Read and accepted this	day of	. 20 .
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### **EARTHON** RECORDS KEEPING COMPLIANCE FORM PURSUANT TO 18 U.S.C. § 2257

**MODEL IDENTIFYING INFORMATION AND AFFIDAVIT**: Model understands that all the information given in this Agreement is being provided to comply with federal law and any false statement will subject Model to both a civil action by Producer as well as criminal prosecution under federal and state law.

(Model's Initials)

- b. Date of Birth: \_\_\_\_\_\_ (Month, Day and Year) Age: \_\_\_\_\_

c. Primary identification document must be government issued passport, driver's license, motor vehicle department ID, or military ID: (Each should be described, including ID number. Clear, good-quality photocopies of each must be attached to this Form and the photocopies must be signed in ink by Model)

(1) First form of identification:	(2) Second form of identification:
ID#	ID#

d. All other names every used (include previous legal names, stage names, Web handles, maiden or married names, aliases, professional names and nicknames):

(1) (Stage name for this Production)	(3) (Previous legal name, if applicable)
(2) (Maiden name if applicable)	(4)(All other names)
e. Phone (Optional)	

<u>SWORN STATEMENT:</u> "UNDER 28 U.S.C. §1746 AND THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I SWEAR THAT THE FOREGOING IS TRUE AND CORRECT AND THAT EACH OF THE IDENTIFICATION DOCUMENTS WHICH I HAVE PROVIDED AND OF WHICH I HAVE SIGNED THE ATTACHED COPY WAS LAWFULLY OBTAINED BY ME AND HAS NOT BEEN FORGED OR ALTERED."

Signature: \_\_\_\_\_\_\_\_(Model's Signature using full legal name)

Today's Date: \_\_\_\_\_

UNDER 28 U.S.C. §1746 AND THE PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I SWEAR THAT I BELIEVE THE FOREGOING IS TRUE AND CORRECT, THAT I HAVE PERSONALLY EXAMINED THE MODEL'S PHOTO IDENTIFICATION AND DATE OF BIRTH, AND THAT I HAVE OBSERVED THE ORIGINALS OF EACH OF THE IDENTIFICATION DOCUMENTS OF WHICH COPIES ARE ATTACHED HERETO AND SIGNED BY THE MODEL.

Signature:	
(Signature of Primary Witness)	
Print Name of Witness:	

Today's Date: \_\_\_\_\_

# **KAKTH**

### **CONSENT FORM**

Legal Name:

(Full Current Legal Name: First, Middle, Last)

With 1 being the most gentle and 10 being the most forceful, please tick the level you consents to in the scene today.

1	2	3	4	5	6	7	8	9	10

Please tick to confirm whether you consent to the following sexual acts in the scene today.

	Yes	No		Yes	No
Choking			Sex – vaginal		
Kissing			Sex – anal		
Nipple pinching			Slapping – face		
Nipple clamps			Slapping – genital		
Biting			Slapping – breasts		
Stretching – vagina			Slapping – buttocks		
Stretching – anus			Cum on body		
Bondage – rope/cloths			Cum on face		
Sex toys			Cum in mouth		
Sex toys – large			Cum in vagina		
Sex toys – foreign object			Cum in anus		
Fingering – vaginal			NO LIST:		
Fingering – anal					

Signature: \_\_\_\_\_\_(Model's Signature using full legal name)

Today's Date: \_\_\_\_\_