

I _____ (“**Authorizing Person**”) hereby irrevocably agree that for no consideration which is hereby acknowledged and for the benefit of **Celeris Inc.** (the “**Company**”), as follows:

1. Grant of Rights.

(a) I hereby grant the Company, an irrevocable, exclusive, worldwide, royalty-free and perpetual right and license to use, copy and incorporate the my Image/s, my Name, and my Nickname (without other limitations) into the interactive video game entitled "Virtual Pool 4" including, but not limited to, “Virtual Pool 4” for PC, Console, and mobile devices, (collectively, the "**Products**"), and all derivative works, including, but not limited to any ports, add-on and mission disks to such video game (the "**Derivatives**").

The Company and Authorizing Person acknowledge and agree that the Company shall Own all intellectual property in the Products, and The Derivates and any and all pictorial, graphic, digital, artistic or any other similar type artistic and intellectual property materials prepared from the Images and used, copied or incorporated into the Products, and/or Derivatives shall be owned solely and exclusively by the Company, including the Company's exclusive right to copyright, renew and extend such copyright and use, reproduce and exploit (and authorize others to do the same) in such manner as the Company determines.

For purposes hereof, "**Image/s**" means my picture (including, without limitation, any specific body part), photograph (including, without limitation, negatives, prints, positives, retouches and alterations from such photographs), silhouette, image, likeness, character, name, statements, biographical materials, ideas, and artists' renderings, in whole or in part, edited or unedited.

For purposes hereof, "**Name**" means my legal name or alias as I am known as in real life and as shown on the contract signature below.

For purposes hereof, "**Nickname**" means my pool playing nickname as I am known by in the pool room and most commonly used by other pool players.

2. Limitations. The Companies use of the Image, Name, Nickname in the Products is limited to use as a virtual computer player which Product users can play against in a Pro Tour Career play mode. The Image, Name, and Nickname shall not be directly used by Company for marketing campaigns or product packaging or any other use outside the actual Products.

3. Representations. I represent, warrant and covenant that (a) I am of legal age (if not, parent or guardian must also sign) and have every right to contract in my own name without violating any other commitment, (b) I am fully authorized to grant the rights granted in this Release and Authorization and such grant of rights are free of any claim and does not and will not violate or infringe the rights of any third party, (c) I hereby waive all moral rights I may have in the Collateral Materials (d) neither I nor any third party shall directly or indirectly bring or assert any action or claim against you on the ground that anything in the Collateral Materials violated any of my rights or the rights of any third party. I agree not to file any claim or bring any lawsuit for any claim waived above, or to permit anyone else to do so on my behalf.

4. Indemnification. I and the Company agree to mutually release, indemnify and hold harmless the each other and our representatives, licensees or any institution transmitting, selling or exhibiting the Products, the Collateral Materials and/or the Images, Names, and Nicknames (“**Indemnified Parties**”) (x) from any and all claims, causes of action, damages of every kind and nature whatsoever which I, my heirs, executors or assigns may have on account of the granting of the rights set forth herein or any use or exploitation of the Images, Names, and Nicknames and (y) against any liability,

claim, damage, loss, cost and expense (including reasonable attorneys' fees) incurred by the Indemnified Parties as a result of any breach by me of any representation, warranty, covenant or any other provision of this Release and Authorization, and agree to defend the Indemnified Parties against the same (clauses (x) and (y) above) at my sole expense; provided that the Indemnified Parties may assume the defense of any claim or action at my expense. I agree not to settle or compromise any action or claim without the Indemnified Parties prior written consent.

5. Miscellaneous.

(a) I hereby waive any right I may have to inspect or approve the Products and the Collateral Materials.

(b) I state and certify that (a) I have read, or have had read to me, this Release and Authorization prior to its execution, (b) I have had a full and fair opportunity to consult with my chosen attorney or other representative before signing this Release and Authorization, (c) I fully understand and am familiar with the contents hereof, (d) the signing of this Release and Authorization is voluntary and has not been forced or coerced in any way, and I am aware that it sets forth the entire agreement between the parties and that it has final and binding effect on me, (e) neither the Company nor the Company Representatives have made any representations concerning this Release and Authorization other than those contained herein, and (f) the Company shall have no other obligations to me other than those contained herein.

(c) This Release and Authorization constitutes the entire agreement between the parties and supersedes all other communications (written or oral) between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, effective and delivered as of the date below.

Date: _____

Signature: _____

Name: _____

Address: _____

Nickname: _____

Play Level (Pro, Semi-Pro, Top Amateur): _____

Email Address: _____

Optional Info:

Website (facebook ok): _____

Birth Date:

Celeris Inc - 20709 Germain St., Chatsworth, CA 91311

By: 

Name: Stephen D. Chaplin, Title: President