



Walmart Inc.  
702 SW 8<sup>th</sup> Street  
Bentonville, AR 72716

## APPEARANCE RELEASE

I, the signatory below hereby provide this Appearance Release (“Release”) to Walmart Inc. (referred to herein as “Walmart”) and for good and valuable consideration, receipt of which is hereby acknowledged, and with the intention to induce reliance and be legally bound, I agree as follows:

I hereby grant to Walmart permission to film, record, photograph, describe, depict and otherwise document and provide communications and information with regard to any and all aspects of my likeness and activities including, without limitation, my name, image, voice, persona, appearance, performance, actions, and statements during the course of interviews, modeling, discussions, comments and other activities. The results and contents of such filming, recording, photographing, describing, depicting and otherwise documenting and providing communications and information are referred to, individually and collectively, in this Release as “the Recordings.” The Recordings may be made by employees of Walmart or Walmart’s contractors.

I agree that Walmart shall own the copyright and all intellectual property and other proprietary rights in the Recordings, including but not limited to, the rights, effective everywhere, to copy, use, store, publish, display, distribute, modify, edit, adapt, perform, create derivative works, disclose, combine and compile with other works and otherwise exploit the Recordings, at Walmart’s sole discretion, and to authorize others to do so. Walmart’s exercise of the rights and waivers provided herein is not limited. The grant or acknowledgement of rights also include a waiver by me of any rights of publicity, so-called “moral rights” and any right of inspection or approval with regard to Walmart’s exercise of its rights. Any or all of the above rights and waivers apply to all manner of copying, display, distribution, transmission, storage, recording and all media or means of exploitation now known or hereafter conceived. In

addition, any and all of the rights and waivers can be transferred and licensed in whole or part by Walmart, prior to or subsequent to the creation of the Recordings. Walmart may, but is not obligated to, exercise any of its rights under this Release.

I represent and warrant that: (i) I am fully authorized to provide this Release and that the rights and waivers provided in the Release shall be free of, and not subject in the future to, any third-party claims and claims by me, including, but not limited to, violations of intellectual property rights (e.g., copyright), defamation or other claims under law or equity; (ii) any information provided by me shall be true and accurate; and (iii) none of any written, audio-visual materials or other content I provide to Walmart infringes any third-party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation. I hereby irrevocably release, discharge, and hold harmless Walmart Inc., and its subsidiaries, affiliates, licensees, successors, assigns, agents, and contractors from any claims, demands, or causes of action that I may now have or may hereafter have for defamation, slander, libel, invasion of privacy or right of publicity, copyright infringement, or any other right arising out of or relating to the Recordings or their use.

It is understood that this Agreement is not intended to, and does not, obligate Walmart to enter into any other agreements with me, devote any specific amount of time or resources to consideration of any information or accept any products or services.

I will not use the trade names, trademarks, service marks, certification marks, collective marks, trade dress, or other indicia of the identity or activities of Walmart or any of its Affiliates without written authorization from Walmart. Walmart may withdraw such authorization at its sole discretion.

As used in this Release, the term “or” denotes any combination of all or any of the listed sequence; “including” when used to refer to an example or as the beginning of a list of items indicates that such list or example is not exclusive.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_