



Guest Release & Consent Terms

HOCUS-FOCUS PODCAST

GUEST RELEASE, CONSENT & LICENSE TERMS

By checking the consent box on the Guest Logistics Intake form, the submitting guest (“Guest”) agrees to these Guest Release, Consent & License Terms (“Terms”) with Hocus-Focus Podcast, operated by The Mamones LLC, a Texas limited liability company (“Podcast”).

1. GRANT OF LICENSE AND CONSENT

Guest irrevocably grants the Podcast, The Mamones LLC, and their respective owners, members, employees, agents, licensees, successors, assigns, and representatives a perpetual, worldwide, royalty-free, transferable, and sublicensable license and consent to:

- Record, photograph, film, reproduce, edit, adapt, synchronize, publish, distribute, publicly perform, display, transmit, advertise, promote, and otherwise use Guest’s:
 - Name;
 - Voice;
 - Image;
 - Likeness;
 - Appearance;
 - Biographical information;
 - Statements and opinions; and
 - Audio, video, and photographic recordings of Guest’s participation;
- Use the foregoing in any media or format now known or later developed, including:
 - Full podcast episodes;
 - Audio and video recordings;
 - Excerpts and clips;
 - Transcripts and written content;
 - Websites and podcast platforms;
 - Social media;
 - Streaming platforms;
 - Promotional and marketing materials;
 - Advertising;
 - Newsletters;

- Trailers and previews; and
- Other content related to the Podcast or The Mamones LLC.

This license may be used for the Podcast's production, publication, distribution, promotion, marketing, advertising, archival, and commercial purposes, without further compensation, notice, review, or approval from Guest.

Guest understands and agrees that the Podcast is not obligated to record, publish, distribute, or continue using any recording or content featuring Guest.

2. OWNERSHIP OF RECORDINGS AND PODCAST CONTENT

The Podcast and The Mamones LLC retain all right, title, and interest in and to:

- The audio and video recordings of Guest's appearance;
- The podcast episodes and related content;
- Edits, excerpts, clips, compilations, transcripts, promotional materials, and derivative works created from the recordings; and
- The Podcast's branding, production materials, format, and other intellectual property.

Guest does not receive ownership of any recording, episode, excerpt, clip, transcript, or other Podcast content by participating in the Podcast.

Except for the license expressly granted in these Terms, no rights are transferred to Guest.

3. NO RIGHT TO REVIEW, APPROVE, OR REMOVE CONTENT

Guest acknowledges that the Podcast retains sole and complete editorial discretion over the content, format, editing, context, publication, distribution, promotion, and continued availability of any recording or content featuring Guest.

Guest has no right to:

- Review or approve any episode, recording, excerpt, clip, transcript, advertisement, or promotional material before publication;
- Request edits or changes;
- Prevent publication or distribution;
- Require removal of content after publication; or
- Approve the manner in which Guest's name, voice, image, likeness, statements, or biographical information are used.

The Podcast may edit Guest's appearance for length, clarity, technical quality, format, continuity, content, or promotional purposes.

4. GUEST REPRESENTATIONS, WARRANTIES, AND AUTHORITY

Guest represents, warrants, and covenants that:

- Guest is at least eighteen (18) years old, or the Guest's parent or legal guardian will provide consent as required under Section 8;
- Guest has the legal capacity and authority to agree to these Terms;
- Guest owns or has obtained all rights and permissions necessary for any material, content, music, text, image, recording, presentation, or other intellectual property Guest provides, displays, or contributes during the Podcast appearance;
- Guest's participation and contributed materials do not infringe, misappropriate, or violate any third party's copyright, trademark, patent, trade secret, publicity, privacy, confidentiality, contractual, or other proprietary rights;
- Guest will not knowingly disclose confidential, proprietary, privileged, or trade-secret information belonging to any person, employer, client, organization, or other third party;
- Guest has obtained all permissions necessary to disclose any information Guest chooses to discuss;
- Guest is appearing in an individual capacity unless Guest expressly states otherwise; and
- If Guest appears on behalf of, or discusses the business or affairs of, an employer or organization, Guest has the authority to do so and to grant the rights provided in these Terms to the extent applicable.

Guest is solely responsible for determining what Guest may lawfully say, disclose, display, or provide during the Podcast appearance.

5. GUEST CONTENT AND STATEMENTS

Guest understands that Guest is solely responsible for Guest's statements, opinions, claims, stories, disclosures, materials, and other contributions made in connection with the Podcast.

The Podcast does not independently verify, endorse, or guarantee the accuracy, completeness, legality, or reliability of statements or materials provided by Guest.

Guest agrees not to knowingly:

- Make false, fraudulent, or defamatory statements;
- Disclose confidential or proprietary information without authorization;
- Infringe or misappropriate third-party rights;

- Include unauthorized copyrighted music, images, text, video, or other materials; or
- Encourage unlawful conduct.

6. RELEASE AND WAIVER

To the fullest extent permitted by applicable law, Guest releases and holds harmless The Mamones LLC, Don Mamone, Emily Mamone, the Podcast, and their respective owners, members, employees, agents, contractors, licensees, successors, assigns, and representatives from claims arising out of or relating to the authorized recording, editing, publication, distribution, promotion, advertising, or other use of Guest's name, voice, image, likeness, biographical information, statements, appearance, or contributed content under these Terms.

This release includes claims based on:

- Right of publicity;
- Right of privacy;
- Misappropriation of likeness;
- Defamation;
- False light;
- Emotional distress;
- Copyright or other intellectual property rights;
- Loss of privacy;
- Public disclosure; and
- Any alleged need for further notice, approval, compensation, or consent.

This release does not waive claims that cannot legally be waived under applicable law.

7. INDEMNIFICATION

To the fullest extent permitted by applicable law, Guest shall indemnify, defend, and hold harmless The Mamones LLC, Don Mamone, Emily Mamone, the Podcast, and their respective owners, members, officers, employees, agents, contractors, licensees, successors, assigns, and representatives from and against any and all claims, demands, actions, proceedings, liabilities, damages, losses, judgments, settlements, costs, and expenses, including reasonable attorneys' fees, arising out of or related to:

- Any breach or alleged breach of Guest's representations, warranties, or covenants under these Terms;
- Any statement, opinion, claim, disclosure, content, material, or other contribution provided or made by Guest;
- Any allegation that Guest's appearance or contributed content infringes, misappropriates, or violates a third party's rights;
- Any allegation that Guest lacked authority to appear, speak, disclose information, or grant the rights provided in these Terms;

- Any unauthorized disclosure of confidential, proprietary, privileged, or trade-secret information by Guest; or
- Any claim by Guest's employer, client, organization, representative, or another third party arising from Guest's participation or the Podcast's use of the licensed rights.

The Podcast may participate in the defense of any indemnified claim with counsel of its choosing. Guest may not settle any claim in a manner that imposes liability, an admission, an obligation, or any restriction on an indemnified party without that party's prior written consent.

8. MINORS

The Podcast does not expect to accept Guests under eighteen (18) years of age.

If Guest is under eighteen (18) years of age in Guest's state or jurisdiction of residence, Guest's parent or legal guardian must review and accept these Terms on Guest's behalf. The parent or legal guardian represents that they have authority to provide consent and agrees to be bound by these Terms, including the license, release, indemnification, and waiver provisions.

9. NO COMPENSATION

Unless the Podcast and Guest enter into a separate written agreement stating otherwise, Guest will not receive compensation, royalties, residuals, or any other payment for Guest's participation or for the Podcast's use of the rights granted under these Terms.

Guest's participation and the opportunity to be featured by the Podcast constitute sufficient consideration for these Terms.

10. NO CONFIDENTIALITY OBLIGATION

Unless the Podcast and Guest agree otherwise in a separate written agreement, Guest understands that information shared during the Podcast appearance may be recorded, published, distributed, and made available to the public.

The Podcast does not undertake to keep Guest's statements or disclosures confidential. Guest is responsible for withholding any information Guest does not wish to be recorded or publicly disclosed.

11. ELECTRONIC ACCEPTANCE

Guest's electronic acceptance, including checking the consent box and submitting the Guest Logistics Intake form, constitutes Guest's electronic signature and affirmative agreement to these Terms.

Guest agrees that the electronic record of Guest's acceptance may be used as evidence of Guest's consent and agreement.

12. GENERAL PROVISIONS

a. Governing Law and Venue

These Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws principles.

Any action or proceeding arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located in Dallas County, Texas, and Guest consents to the jurisdiction and venue of those courts.

b. Entire Agreement

These Terms constitute the entire agreement between Guest and the Podcast concerning Guest's participation and the subject matter addressed herein and supersede all prior or contemporaneous discussions, understandings, representations, or agreements concerning that subject matter.

c. Amendments

Any amendment or waiver of these Terms must be in writing and accepted by the Podcast and Guest. The Podcast may make non-material administrative or formatting changes to the Guest Logistics Intake form, but no such change will reduce the rights granted or protections provided under these Terms unless expressly accepted by the Podcast and Guest.

d. Severability

If any provision of these Terms is held to be invalid, unlawful, or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall continue in full force and effect.

e. No Waiver

The failure of the Podcast to enforce any provision of these Terms shall not constitute a waiver of its right to enforce that provision or any other provision in the future.

f. Assignment

The Podcast may assign or license its rights under these Terms, including to successors, distributors, production partners, platforms, advertisers, licensees, and other service providers.

Guest may not assign Guest's obligations or rights under these Terms without the Podcast's prior written consent.

g. Survival

The license, ownership, release, waiver, indemnification, limitation, and other provisions that by their nature should survive shall remain effective after Guest's appearance and after any termination or discontinuation of the Podcast.

13. ACCEPTANCE

BY CHECKING THE CONSENT BOX, GUEST ACKNOWLEDGES THAT GUEST HAS READ, UNDERSTOOD, AND AGREED TO THESE GUEST RELEASE, CONSENT & LICENSE TERMS, INCLUDING THE LICENSE, RELEASE, NO-REVIEW, INDEMNIFICATION, AND ELECTRONIC ACCEPTANCE PROVISIONS.