

## TALENT RELEASE AGREEMENT

**THIS TALENT RELEASE AGREEMENT** (this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”) by and between Garmin International, Inc., a Kansas corporation (“Garmin”), and \_\_\_\_\_, a resident of \_\_\_\_\_ (“Talent”) (Garmin and Talent collectively the “Parties”).

The Parties hereby agree as follows:

1. **Engagement.** Garmin has engaged Talent as an independent contractor to provide talent services, and Talent will perform such Services (as defined in Section 3 below) for Garmin on or about the \_\_\_\_ day of \_\_\_\_\_, 2019 in conjunction with the \_\_\_\_\_.

2. **No Compensation.** No compensation or consideration will be provided to Talent for the Services or for the rights granted to Garmin and its Affiliates under this Agreement. For purposes of this Agreement, the term “Affiliates” means Garmin Ltd., which is Garmin’s ultimate parent company, and all other companies for which Garmin Ltd. is the ultimate parent company.

3. **Ownership.** Talent acknowledges and agrees that Talent’s Services hereunder, including, but not limited to, all film recordings, work product, improvements, modifications and derivative works, whether or not subject to copyright protection, made, conceived, expressed, written or authored by Talent, solely or jointly with others, in connection with any services performed for, or at the request of, Garmin, at any time during Talent’s arrangement with Garmin (“Services”), will be deemed from inception a “work made for hire” for Garmin as defined in the United States Copyright Act. Garmin and/or one of its Affiliates will own all work product created from Talent’s Services (“Work Product”) together with the performances embodied thereon and all copyrights therein and thereto, as well as all of the result and proceeds of Talent’s Services hereunder throughout the universe in perpetuity, free of any and all claims by Talent or any person, corporation or other entity deriving any right from Talent. Notwithstanding the foregoing, if Talent’s Services are determined not to be a “work made for hire”, Talent hereby irrevocably transfers, conveys and assigns to Garmin and its Affiliates all right, title and interest, including the copyright and any other rights, in and to the Services and the Work Product, together with the performances embodied thereon. Notwithstanding the foregoing or anything contrary contained herein, Garmin may refrain from any exploitation of the Work Product in Garmin’s sole discretion. Talent agrees to sign any and all other papers which may be required to effectuate the purpose and intent of this Agreement.

4. **Name and Likeness; Usage.** For sufficient good and valuable consideration received, and without any further consideration or compensation, Garmin and its Affiliates, licensees, successors and assigns will have the right and may grant to others the right, without restriction, to air, reproduce, print, publish, circulate or disseminate in any medium throughout the world, whether now known or hereafter created, Talent’s name, portrait, picture, likeness, voice and biographical material, and any related video tape(s), film(s), digital images, photograph(s), and/or voice recordings, for advertising and trade purposes and otherwise in connection with the exploitation of the Work Product. Talent hereby waives any right that Talent may have to inspect or approve the Work Product or the use to which it may be applied before any such use or dissemination.

5. **Credit.** Talent will not be accorded any credit in the Work Product.

6. **Representation and Warranties; Indemnification.**

a. Talent represents and warrants that Talent has the right and power, and is not under any restriction or prohibition, whether contractual or otherwise, with respect to Talent’s right, to enter into and fully perform this Agreement and to grant Garmin the rights herein granted.

b. Talent represents and warrants that Talent is not a party to any collective bargaining agreement (such as SAG or AFTRA).

c. Talent represents and warrants that Talent is of lawful age and of sound mind, and has read and understands this Release Agreement.

d. Talent hereby releases, discharges, indemnifies, and agrees to hold Garmin, including its Affiliates, licensees, successors, assigns, and all persons acting under Garmin's permission or authority or those for whom Garmin is acting, harmless from and against any and all damages, liabilities, costs, losses and expenses (including legal costs and reasonable attorneys' fees) arising out of or connected with (i) any claim, demand or actions by any third party which is inconsistent with any of the warranties, representations or covenants made by Talent in this Agreement; and (ii) all claims of any kind whatsoever on account of the use of such video tape(s), film(s), digital images, name, likeness, and photograph(s) of Talent, including, but not limited to, any and all claims for damages for libel, slander, and invasion of the right of privacy.

7. **Governing Law.** This Agreement has been entered into in and is to be interpreted and governed in accordance with the laws of the State of Kansas.

8. **Assignment.** This Agreement will inure to the benefit of and be binding upon the successors, representatives and permitted assigns of the Parties. Garmin may, at its election, and without notice to or approval by Talent, assign this Agreement, or any of its rights or obligations hereunder, in whole or in part. Talent may not assign this Agreement or any of Talent's rights or obligations hereunder without Garmin's prior written consent.

9. **Severability.** The invalidity or unenforceability of any provision hereof will not affect the validity or enforceability of any other provision hereof.

10. **Headings.** The paragraph headings contained in this Agreement are for the convenience of the Parties and will have no effect on this Agreement or the interpretation thereof.

11. **Entire Agreement.** This Agreement contains the entire understanding of the Parties relating to the subject matter hereof, supersedes any and all prior agreements between Garmin and Talent, whether oral or written, and may not be modified or amended except by written agreement signed by both Parties. This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the Parties signed a single original. A facsimile or scan of any original signature transmitted by one Party to the other Parties is effective as if the original was sent to the other Parties. The Parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective as of the Effective Date.

**Garmin International, Inc.**

**TALENT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

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