

**MICROSOFT CORPORATION
INDIVIDUAL RELEASE**

This Agreement (the "Agreement") is made and entered into by the undersigned for the benefit of MICROSOFT CORPORATION ("MS") for good and valuable consideration.

1. I (the undersigned) agree that MS may record me by any means including, without limitation, electronic recording, film, videotape, audio tape and photography (the "Recordings"). I agree that MS shall be the copyright owner of the Recordings. I understand that MS is not obligated to use the Recordings.
2. I grant to MS the right to use my name, likeness, voice, quotes and biographical information in connection with the exploitation of the Recordings, in whole or in part, by any and all methods now known or hereinafter developed including, without limitation, advertising materials, promotional materials, commercial tie-ups and merchandising.
3. If I have entered into a Microsoft Non-Disclosure Agreement, then I agree that the terms of such agreement shall be deemed incorporated herein, and further, that all terms and conditions of this Agreement shall be deemed Confidential Information as defined therein. If I have not entered into a Microsoft Non-Disclosure Agreement, then I expressly agree to retain in confidence all information and know-how transmitted to me by MS that MS has designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought, in good faith, to be treated as proprietary and/or confidential, and will make no use of such information and know-how. My obligation under this Section 3 with respect to any particular information shall extend to the earlier of such time as the information protected hereby is in the public domain through no fault of PERFORMER or five (5) years following my receipt of such information.
4. I warrant that: (i) my performance hereunder will not be impaired by, restricted by or interpreted based on any other contract or obligation, including, without limitation, any agreement with any union or guild; (ii) all material created or added by myself in connection with my performance is either original or in the public domain and MS's use of the Recordings will not infringe any copyright or any third-party proprietary rights; (iii) I am not a minor (unless this release is signed by a parent or guardian); and (iv) MS's use of the Recordings in accordance with this Agreement will not require any additional permissions from and/or payments to any third party including, without limitation, any union or guild.
5. I acknowledge and agree that MS is not a signatory to any collective bargaining agreement covering the services of performers, and that my services hereunder shall not be subject to the provisions of any collective bargaining agreement.
6. I release MS from any and all claims and causes of action I may have now or in the future based upon defamation, invasion of right of privacy, publicity or personality, copyright or trademark infringement and unfair competition in connection with the Recordings and MS's use of the Recordings and I agree not to institute any legal action based on any of the grounds specified in this section.
7. All the rights granted to MS by me in this Agreement are irrevocable and perpetual, and I waive all rights to any equitable relief in connection with this Agreement.
8. I agree that this Agreement shall be governed by the laws of the State of Washington and I consent to the exclusive jurisdiction and venue in the state and federal courts sitting in King County in the State of Washington.
9. "MS" as used herein includes all subsidiaries, successors, assigns and affiliates of Microsoft and all joint ventures, partnerships and limited liability companies in which Microsoft participates.

By (signature)

Name (printed)

Date

Address

Telephone Number

Signature of Parent or Guardian
(If subject is a minor)

Name and Relationship to Subject (Print)