**PODCAST GUEST RELEASE FORM**

This Podcast Guest Release Form (referred to as the "**Agreement**") is made and entered into as of [INSERT DATE], by and between [INSERT COMPANY/PODCAST NAME], with its principal place of business at [INSERT ADDRESS] (the “**Host**”), and [INSERT GUEST’S FULL NAME], residing at [INSERT ADDRESS] (the “**Guest**”). The Host and Guest may collectively be referred to as the “**Parties**” and individually as a “**Party”**.

The Host produces [INSERT PODCAST NAME], a podcast focused on [INSERT PODCAST TOPIC OR INDUSTRY], and regularly features guests to share their insights, experiences, and expertise with its audience.

The Guest has agreed to appear on an episode of [INSERT PODCAST NAME] to contribute their knowledge and participate in an interview or discussion.

The Parties wish to establish the terms under which the Guest’s appearance will be recorded, used, and distributed by the Host.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **GRANT OF RIGHTS**
   1. The Guest grants the Host a perpetual, irrevocable, worldwide, royalty-free, and transferable license to record, edit, reproduce, distribute, display, perform, and otherwise use the Guest’s voice, image, likeness, name, biographical information, and any materials provided by the Guest during the interview (collectively, the “**Content**”) in connection with [INSERT PODCAST NAME].
   2. This license allows the Host to use the Content across all forms of media, whether existing now or developed in the future, including but not limited to podcasts, videos, blogs, social media, print, and promotional materials.
2. **EDITORIAL CONTROL**

The Guest acknowledges that the Host has sole editorial discretion over the use, editing, distribution, and promotion of the Content. The Host is under no obligation to publish or use the Content and may edit or modify the Content as deemed necessary, including shortening, adding commentary, or combining it with other materials.

1. **USE OF GUEST MATERIALS**

If the Guest provides any supplemental materials (e.g., photos, videos, written content), the Guest represents and warrants that they own or have the legal right to license such materials to the Host for use as part of the Content, without infringing on any third-party rights.

1. **PROMOTIONAL RIGHTS**

The Guest grants the Host the right to use the Guest’s name, image, and excerpts from the Content for marketing and promotional purposes related to [INSERT PODCAST NAME], including advertisements, social media posts, and press releases.

1. **CONFIDENTIALITY AND SENSITIVE CONTENT**

The Guest agrees to avoid disclosing confidential, proprietary, or legally sensitive information during the recording. The Guest understands that any information disclosed may be published publicly. If the Guest wishes to retract any statement made during the interview, they must notify the Host in writing within [INSERT TIMEFRAME, E.G., "48 hours] after the recording.

1. **NO COMPENSATION**

The Guest acknowledges that participation in the podcast is voluntary and agrees that they will not receive any form of monetary compensation, royalties, or other payment for their appearance, nor for the use or distribution of the Content.

1. **RELEASE AND WAIVER**

The Guest irrevocably releases and discharges the Host, its employees, agents, affiliates, successors, and assigns from any and all claims, demands, or causes of action that may arise from the use of the Content, including but not limited to claims for defamation, invasion of privacy, infringement of publicity rights, or misrepresentation.

1. **INDEMNIFICATION**

The Guest agrees to indemnify, defend, and hold harmless the Host from and against any claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from any breach by the Guest of any representations, warranties, or obligations under this Agreement.

1. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to its conflict of law principles. Any disputes arising out of or related to this Agreement shall be resolved exclusively in the state or federal courts located in the State of South Dakota, and both Parties consent to the jurisdiction of such courts.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or communications, whether oral or written, regarding the subject matter herein. No modification or waiver of any provision shall be binding unless made in writing and signed by both Parties.

1. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered electronically (including by email or facsimile) shall be deemed valid and binding as originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above:

GUEST  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: [INSERT NAME]  
Title: [INSERT TITLE]  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HOST  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: [INSERT HOST’S NAME]  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_