

CO-PERFORMER CONSENT AND RELEASE FORM
(the "Declaration")

I, the undersigned Co-Performer/Model (hereinafter referred to as "**Model**" or "**I**"), in consideration of my engagement as a Model in the Content, for good and valuable consideration, I hereby grant all rights and permissions described in the "Terms Of Declaration" to _____ *[Uploader's full legal name]* (hereinafter referred to as the "**Uploader**") and consent to the clauses contained in the "Terms Of Declaration" below, in their entirety.

Terms Of Declaration:

1. I am of sound mind and body, acting of my own free will, and I am legally able to execute this Declaration;
2. By ticking (✓) one of the below options, I consent and give my permission to either multiple or single cases of content production. I hereby acknowledge that such choice shall be final and binding with respect to the rights granted to the Uploader. For the avoidance of any doubts, I hereby further confirm that, in case, by mistake or otherwise, I tick both options, then that will be interpreted as giving my consent to "Multiple Photoshoots And/Or Videos With The Uploader".

2.1. MULTIPLE PHOTOSHOOTS AND/OR VIDEOS WITH THE UPLOADER:

I consent to be photographed, recorded and/or videotaped by or on behalf of the Uploader in connection with my participation in the content that I create for or with the Uploader, which may be on one or more occasions or which may constitute one or more pieces of content (hereinafter collectively referred to as the "**Content**").

OR

2.2. SINGLE PHOTOSHOOT OR VIDEO WITH THE UPLOADER:

I consent to be photographed, recorded and/or videotaped by or on behalf of the Uploader, in connection with my participation in the following video and/or pictures and/or any other type of content:

[Title and description of the Content (Video, Picture, etc.)]
(hereinafter referred to as the "**Content**") dated / ____ / ____ / _____ *[date in the "dd/mm/year" format]*.

3. I confirm that at the time the Content that features me was created/will be created, that I was/am **at least eighteen (18) years old (or over the age of majority and legal consent in the jurisdiction in which I resided in at the time/I currently reside)** and I explicitly gave/give my consent to be featured in the Content.
4. I fully understand the adult nature of the Content and hereby consent to appear fully and/or partially nude in such Content.
5. I hereby represent and acknowledge that I am solely responsible for the nature of the Content in which I decided to participate in and that I am solely responsible for bearing all risks associated with my participation in the Content. I did not/will not participate in any content that could be deemed illegal or illicit, or involving minors, or otherwise violates the standards of the card brands and the legislation applicable to the industry. Furthermore, I agree not to participate in content that could violate a third party's intellectual copyright or that violates another individual's privacy or image.
6. I hereby grant the Uploader the permission to use, reproduce, sell, license, rent or otherwise publicly distribute and publish, make available for download by other users, modify, edit, and alter the Content. I acknowledge that this permission is irrevocable.
7. Furthermore, I hereby agree and authorize the Uploader to publish the Content on their website, online, on the platform of its choice, including any Web platform where independent content uploaders can upload, publish, make available for download, license and sell their original adult videos, services or other tangibles goods to final users, including all related subdomains or websites of such platforms (all together referred to as the "Platform"), and such authorization is given for an unlimited period of time.
8. I hereby understand and agree that the Content may be searchable by others through the Platform itself and through other partnered or networked entities of the Platform or the Uploader.
9. Furthermore, I understand that the Content may be searchable by publicly available search engines, and it is my sole responsibility should I wish not to appear or be found in such publicly available search engines to solely take actions for the Content to be removed.
10. If the Content is uploaded on a website not indicated as related to or approved by the Uploader, or its licensees, or affiliates, I shall

have full rights to demand that the Content be taken down from such unapproved website and/or destroyed. Such procedures shall be made at my own expense. At the same time, I understand that the Uploader has a right, but not an obligation, to represent and protect my interests during such procedures with unapproved publishing of Content on websites and search engines, and (should the Uploader decides to exercise this right) I give my consent to Uploader to be my legal representative in such cases. I understand that the Uploader can attract third parties (including Platforms) to fulfil his/her/its rights under this clause of the Declaration.

11. I fully understand and acknowledge that all Content is the sole property of the Uploader and can be used under license by the Platform. I further understand that all films, audiotapes, videotapes, reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the Content, are the property of the Uploader and the Platform (if applicable).
12. I hereby release, discharge and undertake to indemnify and hold the Uploader and the Platform harmless from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to my participation in the Content. Without limiting the generality of the foregoing, I agree that the Uploader has neither been made, nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Content or my participation in the Content.
13. I fully understand that the present declaration is binding upon my heirs and legal successors. This Declaration shall be binding upon, inure to the benefit of, and enforceable by both the Uploader and the Platform, and their respective successors and assigns.
14. I give my consent to the processing of my personal data by the Uploader, as the Data Controller, and by the Platform as may be applicable, by respective legal regulations in the sphere of privacy. I give my consent to the processing of the following personal data: all personal data specified in this Declaration and documents attached hereto, name, surname, other names, date of birth, age, address, identification number, information contained in my identification documents, phone number, visual appearance, and other information that I may voluntarily provide to the Uploader or to the Platform, if applicable. I give my consent to the processing of my personal data for the purposes of fulfilling this Declaration and fulfilling of the agreements that the Uploader may enter into with Platforms. I acknowledge that the Content may be deemed as my sensitive personal data and I therefore give my explicit consent for the processing of such data by the Uploader and by any Platform that the Uploader may enter in agreement with.
15. In the event that any provision or portion of this Declaration shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Declaration shall remain unaffected and in full force and effect to the fullest extent permitted by law.
16. I agree and understand that I am solely responsible for complying with all applicable laws and regulations in my jurisdiction as well as all laws and regulations applicable to my participation in the Content. Should there be any inconsistency or conflict between the English version of this Declaration and the version of this Declaration in other languages, I agree and understand that the English version shall prevail.
17. I acknowledge that I have reviewed this Declaration in its entirety and I fully understand its terms and that I was given the opportunity to discuss this Declaration with my own counsel. This Declaration shall be deemed to have been jointly drafted by me and Uploader, and in construing and interpreting this Declaration, no provision shall be construed and interpreted for or against any of the parties hereto because such provision or any other provision of the Declaration as a whole is purportedly prepared or requested by such party.

Model:

Name _____ *[Model's full legal name]*

Document Number _____ *[Model's ID, passport, or driver's license number]*

Date of signature _____ *[Date when the Model signs the Declaration]*

Signature _____ *[Model's signature]*

CONSENT TO THE PROCESSING OF PERSONAL DATA (the “Consent Form”)

Consent Form:

1. I, the undersigned natural person (“Model”, “You”, “Your”), upon providing this consent, agree that my personal data will be processed in accordance with the (EU) 2016/679 General Data Protection Regulation (the **GDPR**). The processing of your personal data is made by the operator of the <https://xhamster.com/> website (the **Website**), with whom the Uploader has a separate agreement. For more detailed information on how the operator of the Website process your personal data and your rights under the GDPR, please refer to the privacy policy at <<https://xhamster.com/info/privacy>> (the **Privacy Policy**).
2. The operator of the Website processes your personal data that is (a) contained in your Declaration, and (b) contained in your documents that accompany your Declaration. Such personal data may include your name, surname, other names, date of birth, address, identification number, information contained in such identification documents, phone number, visual appearance, images, videos, as well as other information that you have voluntarily provided to the Uploader or to the Website, if applicable, including data that may be considered as sensitive personal data (hereinafter referred to as **Personal Data**). The Website processes your Personal Data for the purposes of fulfilling the agreement it has with the Uploader, with whom you are in legal cooperation with.
3. Due to the nature of the cooperation between you and the Uploader, you acknowledge that the potential video content may be deemed as your sensitive personal data and that you give your consent to the operator of the Website for the processing of such data.
4. The Website is operated by Hammy Media Ltd, a limited liability company registered in the Republic of Cyprus with registration number HE 256933, a registration address at 79 Spyrou Kyprianou, Protopapas Building, 2nd floor, Flat 201, 3076, Limassol, Cyprus. Contact is available through its contact form at: <https://xhamster.com/info/contact> .

I have read and understood the above Consent Form and the Privacy Policy. By signing, I give my explicit consent to the Website to process my Personal Data in accordance with the Declaration, the Consent Form and the Website’s Privacy Policy.

Name	_____	<i>[Model’s full legal name]</i>
Document Number	_____	<i>[Model’s ID, passport, or driver’s license number]</i>
Date of signature	_____	<i>[Date when the Model signs this Consent Form]</i>
Signature	_____	<i>[Model’s signature]</i>

RECORDS KEEPING COMPLIANCE FORM
PURSUANT TO 18 U.S.C. § 2257

MODEL IDENTIFYING INFORMATION AND AFFIDAVIT: Model understands that all information given in this Declaration is being provided to comply with federal law and any false statement will subject the Model to both a civil action by the Uploader as well as a criminal prosecution under federal and state law. _____ (*Model's Initials*)

a. Legal Name: _____ (*Full Current Legal Name: First, Middle, Last*);

b. Date of Birth: _____ (*Month, Day and Year*), Age _____;

c. Primary identification document must be a government issued passport, driver's license, motor vehicle department ID, or military ID: (*Each should be described, including ID number. Clear, good-quality photocopies of each must be attached to this Form and the photocopies must be signed in ink by Model*):

(1) First form of identification: _____ ID# _____

(2) Second form of identification: _____ ID# _____

d. All other names ever used (include previous legal names, stage names, Web handles, maiden or married names, aliases, professional names and nicknames):

(1) _____ (*Stage name for this Production*);

(2) _____ (*Maiden name if applicable*);

(3) _____ (*Previous legal name, if applicable*);

(4) _____ (*All other names*).

e. Phone _____ (*Optional*).

SWORN STATEMENT: "UNDER 28 U.S.C. §1746 AND THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I SWEAR THAT THE FOREGOING IS TRUE AND CORRECT AND THAT EACH OF THE IDENTIFICATION DOCUMENTS WHICH I HAVE PROVIDED AND OF WHICH I HAVE SIGNED THE ATTACHED COPY WAS LAWFULLY OBTAINED BY ME AND HAS NOT BEEN FORGED OR ALTERED."

Signature: _____ (*Model's Signature using full legal name*) Date of shooting _____

UNDER 28 U.S.C. §1746 AND THE PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I SWEAR THAT I BELIEVE THE FOREGOING IS TRUE AND CORRECT, THAT I HAVE PERSONALLY EXAMINED THE MODEL'S PHOTO IDENTIFICATION AND DATE OF BIRTH, AND THAT I HAVE OBSERVED THE ORIGINALS OF EACH OF THE IDENTIFICATION DOCUMENTS OF WHICH COPIES ARE ATTACHED HERETO AND SIGNED BY THE MODEL.

Signature: _____ (*Signature of Primary Witness*) Date of shooting _____

Print Name of Witness: _____