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Location Release

DATE: \_\_\_\_\_

(Name) \_\_\_\_\_ ["Owner"] (Phone) \_\_\_\_\_

(Address) \_\_\_\_\_

Owner hereby grants to DISCOVERY COMMUNICATIONS, LLC ("DCL") and PIONEER PRODUCTIONS ("Producer") and their respective parents, subsidiaries and affiliates, licensees, successors and assigns, for good and valuable consideration, receipt of which is hereby acknowledged, permission to enter upon and use the property and the contents thereof and the appurtenances thereto located at \_\_\_\_\_ (the "Property") for the purpose of photographing and recording certain scenes in connection with a program tentatively titled \_\_\_\_\_ (the "Program") during production thereof, and as necessary during any extension, reshooting or preparation of publicity or promotion therefor. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials".

DCL and/or Producer may place all necessary facilities and equipment on the Property and agree to remove same after completion of work and leave the property in as good of condition as when received.

DCL and/or Producer will use reasonable care to prevent damage to said Property, and will indemnify the owner, and all other parties lawfully in possession, of said Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Producer and/or DCL's part in connection with Producer and/or DCL's use of the Property.

Owner grants to Producer and/or DCL all rights of every kind in and to the Materials including without limitation the right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, and in connection with the Program, DCL or otherwise and for advertising and promotional purposes in connection therewith and all rights, including copyright in the Materials shall be and remain vested in Producer and/or DCL, and neither the Owner, nor any tenant, nor other party now or hereafter having an interest in the Property, shall have any right of action against Producer and/or DCL or any other party arising out of any use of said Materials whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature.

The undersigned acknowledges that Producer and/or DCL is photographing and recording such scenes in express reliance upon the foregoing. The undersigned represents and warrants that the undersigned has all rights and authority to enter into this agreement and to grant the rights granted hereunder.

Producer and/or DCL are not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise. Producer and/or DCL may at any time elect not to use the Property by giving the owner written notice of such election, in which case, neither party shall have any obligation hereunder.

This is the entire agreement. No other authorization is necessary to enable Producer and/or DCL to use the Property for the purpose herein contemplated.

AGREED AND ACCEPTED:

CITY OF RAPID CITY

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Officer

DATE: \_\_\_\_\_

(SEAL)