



96i Footage, Likeness and Motion Data Release

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Summary (plain English). By signing, you give 96i full and permanent ownership of the video you send us or that we record of you, and of all the **Motion Data** made from it (your movements turned into skeletons, animations and other data, including data made with AI). 96i can use it in its games and in any other way, forever, anywhere, and can edit it however it likes. You can't take it back, approve it first, or stop a game from being released, and you won't be paid unless an amount is written in Section 17. 96i will not put your name, face, jersey number or school marks in a game without your separate written consent. You confirm the footage is yours, everyone in it agreed, and a parent or guardian signs if you are under 18. Filming is at your own risk. This summary is for convenience; the numbered sections below control.

This Release is between **Ninety-Six Interactive** ("**96i**," "**we**," "**us**") and the person who signs below as Contributor ("**you**"). It takes effect on the date you sign or the date you first send or appear in any Footage, whichever is earlier (the "**Effective Date**").

Submission Details

Contributor full legal name	
Email	
Phone	
Date of birth (to confirm age)	
Date(s) and place of filming	
How filmed: self-filmed / recorded by 96i (circle one)	
Other people shown (names)	

#	File name	Description (move, angle, people shown)
1		
2		
3		
4		
5		

1. Definitions

- "**Footage**" means all video, photographs, audio and other recordings that you send to 96i or that 96i or anyone working with 96i records of you, including all raw files, takes, outtakes and copies.
- "**Motion Data**" means any data or material that captures, describes, is derived from or is generated from movement, posture or performance shown in the Footage, in any form now known or later developed. It

includes skeletal and joint positions and rotations; body, hand, finger and facial tracking; poses; motion capture and markerless capture data; timing, rhythm, speed and trajectory; animation curves, clips and blends; retargeted animations on any character; and any data, animation or output produced from any of these by editing, cleanup, combining, interpolation, simulation, artificial intelligence or machine learning. It also includes any AI or machine learning model, dataset or weights trained, tuned or tested using any of it, and everything those models produce.

- **"Likeness"** means your name, nickname, image, face, body, physical features, voice, signature, biography and any other part of your identity or persona.
- **"Materials"** means the Footage, the Motion Data, and anything else made from or based on either, by anyone, at any time.
- **"Products"** means any video game, software, app, film, video, product or service, and any advertising, marketing or promotion for any of them, made or released by 96i, its affiliates or licensees.
- **"96i Parties"** means 96i, its owners, members, officers, employees, contractors, affiliates, licensees, publishers, distributors, successors and assigns.

2. Ownership: Work Made for Hire, Assignment and Backup License

- **Work made for hire.** To the extent the law allows, any Footage recorded by 96i, or created at 96i's request or direction, and all Motion Data, is a "work made for hire" for 96i, specially commissioned as a contribution to a collective work and/or part of an audiovisual work, and 96i is its author and owner from the moment it is created.
- **Assignment.** To the extent anything is not a work made for hire, you hereby irrevocably assign and transfer to 96i, now and for the future, all of your right, title and interest worldwide in and to the Materials, including all copyrights (and all registrations, renewals and extensions), all other intellectual property rights, and all claims for past, present and future infringement.
- **Backup license.** If any right cannot be assigned under applicable law, you hereby grant 96i an **exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid, transferable and sublicensable (through multiple tiers)** license to exercise that right in every way described in this Release, and you agree not to enforce that right against any 96i Party.
- **No rights kept.** You keep no ownership, license or other rights in the Materials, except that 96i will not stop you from using your own original Footage for your own personal, non-commercial purposes, as long as you do not reveal Confidential Information or use it to create motion data or animation for anyone else.

3. Motion Data

- 96i solely owns all Motion Data, whoever creates it and however it is created. 96i may use, change, combine, retarget and apply Motion Data to any character, creature or object, and may use it (and the Footage) to train, tune, test and improve AI and machine learning models and tools, and may use or license those models and their outputs, all without further permission, credit or payment to you.
- You understand Motion Data may be combined with other people's data and may no longer be traceable to you, and that it cannot practically be removed or deleted once created.

4. How 96i May Use the Materials

- The 96i Parties may copy, edit, modify, adapt, translate, crop, combine, process, publish, distribute, perform, display, broadcast, stream, sell, license and otherwise use the Materials, in whole or in part, in any Products and for any other purpose, **in any media, format or technology now known or later developed**, throughout the universe, forever. This includes games, trailers, marketing, social media, websites, pitches and presentations.

- 96i may edit or change the Materials in any way, and the result may look very different from the original or may be used in a fictional context.

5. Use of Your Likeness

- You grant the 96i Parties the irrevocable right to use your Likeness as it appears in the Footage (a) to create, process and analyze Motion Data, including with computer vision and AI tools; (b) as internal reference for animation, design and development; and (c) in internal and behind-the-scenes materials, and in credits if 96i chooses to credit you.
- **Our promise to you:** 96i will not use your name, recognizable face, jersey number or your school's or team's names, logos or marks inside a game, or in advertising that identifies you, without your **separate written consent**. Motion Data on a different character is not a use of your Likeness.

6. Other People Shown in the Footage

You will not send Footage showing anyone else unless that person (or, for a minor, their parent or guardian) has agreed to this Release, and you will give 96i their signed release on request. If you can't, tell us in the Submission Details, and 96i may blur, crop, remove or refuse that Footage.

7. Minors

If you are under 18 (or under the age of majority where you live), your parent or legal guardian must sign this Release. The parent or guardian agrees to every term on their own behalf and on the minor's behalf, including the releases, consents and promises not to sue, and agrees that neither they nor the minor will cancel or disaffirm this Release, including when the minor turns 18, to the fullest extent the law allows. 96i may refuse Footage of any minor.

8. Irrevocable, Permanent and No Take-Backs

- This Release is **irrevocable** and has **no expiration date**. Your grants last forever and survive any end of your relationship with 96i.
- You cannot cancel or withdraw this Release or ask for any Materials to be removed, including **after a game or other Product has been released**, updated or re-released. 96i has no duty to remove any Materials from any Product, copy, backup, dataset or model.

9. Moral Rights and No Inspection or Approval

- **Moral rights.** To the fullest extent the law allows, you give up, relinquish and agree never to assert any moral rights or similar rights anywhere in the world, including any right to be identified or credited, to object to changes or distortions, or to control how the Materials are used.
- **No inspection or approval.** You give up and agree not to assert any right to inspect or approve the Materials, any edits, any Product, any advertising, or any use, before or after release.

10. Release of Claims and Covenant Not to Sue

- **Release.** You release and forever discharge the 96i Parties from all claims, demands, losses and liabilities of any kind, known or unknown, arising from or related to the Materials or any use of them permitted by this Release, including claims for invasion of privacy, right of publicity or likeness (including under M.G.L. c. 214, § 3A), defamation, false light, infringement of copyright or any other right, breach of confidence, and emotional distress.
- **Covenant not to sue.** You agree never to sue or start any proceeding against any 96i Party over any claim released in this Release, or to challenge 96i's ownership of the Materials.

11. Remedies: Damages Only, No Injunctions

If you believe 96i has broken this Release, your only remedy is to seek money damages in court. You give up and agree not to seek any injunction or other order that would stop, delay or limit the development, release, distribution, sale, advertising or use of any game or other Product or any Materials, and you agree that this Release does not end or reverse because of any breach by 96i.

12. Assumption of Risk and Release of Injury Claims

- Filming athletic movement can be dangerous and can cause injury, including sprains, fractures, concussions and other serious harm.
- Self-filming.** If you film yourself, you do so **entirely at your own risk**. You are responsible for your own location, equipment, surfaces, spotters, permissions and safety. 96i does not supervise, control or check self-filmed sessions.
- 96i on-site sessions.** If you take part in a session run by 96i, you confirm you are physically able to take part, will follow safety instructions, will stop if you feel unsafe, and voluntarily assume all risks of taking part.
- Release of injury claims.** To the fullest extent the law allows, you release, discharge and agree not to sue the 96i Parties for any injury, illness, death, or property loss or damage arising from any filming or session, **including claims based on 96i's ordinary negligence**. This does not cover gross negligence, willful misconduct or anything else that the law does not allow to be released.

13. Your Promises (Warranties) and Indemnity

- You promise that: (a) you are the person shown, or you created the Footage and own all rights in it; (b) you have the full right to sign this Release and give these rights, and haven't given conflicting rights to anyone else; (c) everyone shown or heard has agreed as required by Section 6; (d) the Footage does not violate any law or anyone's rights and contains no music, logos or other third-party material except as noted in the Submission Details; (e) this Release does not break any contract, school rule or team rule that binds you; and (f) you are 18 or older, or your parent or guardian signs below.
- You will cover (indemnify) the 96i Parties for any claims, losses and costs, including reasonable attorneys' fees, that result from any of these promises being untrue.

14. Power of Attorney and Further Assurances

- Further assurances.** You will sign any further documents and do anything else 96i reasonably requests to confirm, register, record or protect 96i's rights in the Materials, now or in the future, at 96i's expense.
- Power of attorney.** If you don't do so within 10 days of a request, or can't be reached, you irrevocably appoint 96i as your attorney-in-fact, with full power of substitution, to sign and file those documents in your name. This power is coupled with an interest and cannot be revoked.

15. No Obligation to Use

96i has no obligation to use the Materials, to release any Product, or to give you credit. Whether, how and when to use them is entirely up to 96i.

16. Confidentiality

You may learn non-public information about 96i or its projects, such as titles, characters, story, features, footage, plans or release dates ("**Confidential Information**"). You will keep it secret, not post or share it (including on social media), and use it only to take part, unless 96i first agrees in writing. This lasts until 96i makes the information public. Simply saying you worked with 96i is fine once the related project is public.

17. Compensation

- Compensation: \$_____ (write "None" if no payment).
- You agree that the compensation written above, if any, and the opportunity to take part are full payment for everything in this Release, and that you are not owed any royalty, fee, residual, profit share or other payment for any use of the Materials. If no amount is written, you agree you are taking part voluntarily, without payment.

18. Note for College and Student Athletes (NIL)

If you are a college or high school athlete, **check your school's, conference's, state athletic association's and the NCAA's name, image and likeness (NIL) rules** before signing, talk to your compliance office if unsure, and make any required disclosures. You are responsible for your own eligibility. 96i will use your Motion Data on its own characters and will not use your name, face, number or school marks in a game without separate written consent (see Section 5).

19. General Terms

- **Successors and assigns.** 96i may assign or transfer this Release and any of its rights, in whole or in part, to anyone without your consent, for example a buyer, successor or publisher. This Release binds you and your heirs, executors, administrators, successors and assigns, and benefits the 96i Parties. You may not assign it.
- **Entire agreement.** This Release is the entire agreement about its subject and replaces any earlier conversations, messages or promises. It can be changed, or any of its terms given up, only in a writing signed by 96i (and by you, if the change reduces 96i's obligations to you). If you have signed other releases with 96i, the one giving 96i the broadest rights applies to each Material.
- **Severability.** If any part of this Release is found unenforceable, it will be enforced to the maximum extent allowed and the rest of the Release stays in full effect.
- **Governing law and venue.** This Release is governed by the laws of the Commonwealth of Massachusetts, without regard to conflict-of-law rules. Any dispute will be brought only in the state courts located in **Essex County, Massachusetts** (or the U.S. District Court for the District of Massachusetts if federal jurisdiction applies), and you consent to those courts' jurisdiction.
- **Electronic signatures.** This Release may be signed electronically, including on [ninetysixinteractive.com](https://www.ninetysixinteractive.com) by checking an "I agree" box and typing your full name. An electronic signature has the same legal effect as a handwritten one under the U.S. federal E-SIGN Act and the Uniform Electronic Transactions Act as adopted in Massachusetts (M.G.L. c. 110G). 96i may keep an electronic record of this Release, with the date, time, IP address and email used, and you consent to receive it electronically. Scanned or photographed signatures and counterparts also count as originals.
- **Survival and interpretation.** All grants, releases, consents and promises survive forever. Headings and the summary are for convenience only and do not change the terms. "Including" means "including without limitation." You confirm you had the chance to read this Release and to talk to a lawyer before signing.

Signatures

By signing, you confirm you have read and understand this Release, had the chance to ask questions and get legal advice, and agree to it voluntarily. Version v1.1 · October 20, 2026.

CONTRIBUTOR	
Signature	
Printed full name	
Date	

I am the parent or legal guardian of the Contributor named above, who is under 18. I have read this Release and agree to all of it on the Contributor's behalf and my own, including Sections 7, 10, 11 and 12.

PARENT OR LEGAL GUARDIAN (required if Contributor is under 18)	
Signature	
Printed full name	
Relationship to Contributor	
Phone / email	
Date	

NINETY-SIX INTERACTIVE (96i)	
Signature	
Name	
Title	
Date	

Signing online: on ninetysixinteractive.com, checking "I have read and agree to the 96i Footage, Likeness and Motion Data Release v1.1" and typing your full legal name is your signature (see Section 19).

How to Film Yourself

Good footage makes great animation. Follow these steps and we can turn your moves into Motion Data. Filming yourself is at your own risk (Section 12): warm up, use a safe surface, and don't try anything beyond your ability.

Setup

- Put your phones on **tripods at chest height**, about **10 to 15 feet** from where you'll move.
- Best: use **2 phones about 90 degrees apart**, one facing you (front) and one from the side. One phone works if that's all you have.
- Set each phone to **60 fps, landscape (sideways)**, at **1080p or 4K**.
- Frame your **full body, head to feet**, with space all around so you never leave the frame, even when jumping.

Recording

- Record **one steady shot**: no zooming, panning, moving the phone or cuts.
- Use **bright, even light**. Don't stand in front of a window or bright light (no backlighting).
- Wear **fitted clothes that contrast with the background** (dark clothes on a light wall or the other way round). Avoid baggy clothes.
- Choose a **plain, uncluttered background** with nobody else walking through (anyone who appears needs to sign a release too).

Each take

- Start both phones, then **clap once** in view of both cameras so we can sync them.
- **Say the name of the move** out loud before you start.
- Do **one move per take**, and do **several reps** of each move.
- Stop recording, then start a new take for the next move.

Sending your files

- Email your files to **info@ninetysixinteractive.com**, or send a **shared link** (Google Drive, Dropbox, iCloud or similar) if the files are large.
- Include your signed release (or sign online) and list your file names in the Submission Details table.

Filming On Site

Don't want to film yourself? If your school, team or gym allows it, the **96i team can come to you and set up the cameras**. We bring the equipment, handle the setup and work around your schedule. Everyone on camera signs this Release first. Email **info@ninetysixinteractive.com** to set up a session.