

“AMERICA’S GOT TALENT”
PARTICIPANT AGREEMENT AND RELEASE

I understand that I am being considered as a participant and/or contestant (“**Participant**”) for the television series entitled “AMERICA’S GOT TALENT” (the “**Program**”) to be produced by Marathon Productions, Inc., or its designee (together with their respective parent, subsidiaries and affiliated companies, and licensees, successors and assigns, individually and collectively, “**Producer**”), and intended for initial exhibition by the NBC Television Network (“**Network**”). By signing this Participant Agreement and Release (the “**Agreement**”), I represent that I have read, understood and voluntarily agreed to abide by its terms and conditions. Producer requires me to enter into this Agreement in order to be considered as a Participant on the Program, and I deem it to be in my best interest to enter into this Agreement. I acknowledge that by signing this Agreement, I will be giving up certain legal rights.

In consideration of being considered for and possibly selected to participate in the Program (notwithstanding whether or not I am selected as a Participant for the Program) and for other good and valuable consideration which I have received, I hereby acknowledge and irrevocably agree to the following terms and conditions which shall govern the entire Participant selection process (including, but not limited to the audition process), and my possible participation in the Program:

SECTION A.
PARTICIPATION IN THE PROGRAM

1. **Nature of the Program; Availability.** I understand and acknowledge that the principal nature and purpose of the Program is to produce a television program in which a competition will be conducted (the “**Competition**”) to search for and select a person or group of people with an entertaining performance, talent, and/or act. If I am selected by Producer to be a Participant on the Program, I agree to be available on an exclusive basis to participate as a Participant in connection with the production of the Program in the Los Angeles, California area, or any other location required by Producer, as and to the extent required by Producer, commencing on a date to be determined by Producer and continuing until the completion of my participation on the Program as required by Producer. I further agree to be available and to participate as, when and where Producer or the Network may require in connection with publicity, interviews and promotional appearances in connection with the Program, as well as on behalf of any sponsors thereof (for example, to appear on news shows, talk shows and other programs, including other Network programs, and to make other appearances as required by Producer or the Network) or otherwise, as, when and where designated by Producer or the Network, in their sole discretion, as more fully set forth in Section C below. I acknowledge and agree that I may be chosen as an alternate (as opposed to a Participant) by Producer in its sole discretion. If I am chosen as an alternate, I shall remain available to participate in the Program as a Participant if and when chosen by Producer to replace a Participant. I understand that if I am selected to be an alternate and not chosen to replace a Participant, then I will not have any chance to win any prize and no consideration shall be payable to me. I acknowledge and agree that Producer may, at any time and in its sole discretion, add, remove or replace Participants for any reason or no reason at all.
2. **Separation from Family and Friends.** I understand that if I am selected as a Participant for the Program, I will be separated from, and perhaps unable to contact, my friends or family

(including children but excluding my parent or legal guardian, if I am a minor), or to interact with my regular environment for a period of at least five (5) days and up to a period of several weeks in order to participate in the Program. I acknowledge and agree the any such contact with my family, friends and regular environment shall be in the sole discretion of Producer.

3. **Agreement to Comply with All Rules, Directions and Instructions.** I have read the Eligibility Requirements and Additional Regulations attached hereto as Exhibit "A" and incorporated herein by reference. I hereby represent and warrant that I meet all of the Eligibility Requirements and Additional Regulations. I understand that Producer has no obligation to audition me, interview me, or select me as a Participant, and even if I am selected as a Participant, Producer may eliminate me as a Participant at any time, in its sole discretion, and Producer has no obligation to produce, exhibit or distribute the Program. All decisions of Producer concerning selection of Participants and all other matters, including, without limitation, all matters relating to the Competition and the Program, are in Producer's sole discretion and are final and not subject to challenge or appeal. Producer has no obligation to return any materials submitted by me as part of the Participant selection process whether or not I am selected as a Participant. I have voluntarily agreed to participate as a Participant in the Program, if selected by Producer in Producer's sole discretion. I agree to follow all of Producer's rules, directions and instructions in all matters relating to the Program (including Participant selection and decisions regarding the creation and implementation of terms, conditions and rules governing the Program). I further acknowledge and agree that all Program rules are subject to change by Producer, in Producer's sole discretion, at any time with or without notice, including, without limitation, while I am participating as a Participant on the Program, and that Producer's decision(s) on all discretionary matters (including, without limitation, Participant selection, adding, removing or replacing Participants, song selection, the amount of exposure each Participant may or may not receive on the Program or in the promotion for the Program, interpretation of rules, selection of judges, judging decisions, and the manner in which the Program is produced) shall be within Producer's sole discretion and shall be final and binding and not subject to challenge or appeal. In addition, if any activity on the Program is halted for any reason, I shall abide by Producer's decision regarding the resumption of the activity and the disposition of any prize(s) and selection of a winner. I understand that Producer reserves the right, in its sole discretion, to change, add to, delete from, modify or amend the terms, conditions and rules affecting the Competition, the conduct of the Participants on the Program, the Program activities, the disqualification or elimination of Participants from the Program, the Competition rules, the granting of any prize(s) and the selection of a winner. Any actual or alleged consequences of my following such rules, directions and instructions shall be included within the matters released and indemnified by me under this Agreement. I agree to accept the decisions of Producer on each and every aspect of the Program as final and binding, and I hereby acknowledge that the interests of the Program shall override those of any Participant in the Program. If I am selected to be a Participant on the Program or any portion thereof, I agree that Producer is not obligated to have me appear on, or to exhibit my appearance on, the Program and may disqualify me at any time for any reason or for no reason, in its sole discretion. In addition, if I am disqualified from the Program or the audition process for the Program, Producer and the Network may make any explanation or announcement, on-air or otherwise that Producer or the Network may choose, as to the reason why I was disqualified.

4. **Telephone Voting System.** If Producer decides, in its sole discretion, to have a telephone and/or on-line voting component of the Program, Producer shall use commercially reasonable efforts to ensure the integrity of the telephone and on-line voting systems anticipated to be used in connection with the Competition. Notwithstanding the foregoing, I acknowledge that problems may occur in connection with the telephone and on-line voting systems. In the event of any problems with the telephone or on-line voting system used to determine the advancement of the Participants in the Competition and the selection of the ultimate winner of the Competition, which problems may include the partial or total failure of the system or the misuse of the system by callers, on-line voters or others, Producer shall have the right to determine the advancement of Participants and/or the selection of the winner of the Competition in its sole discretion. I agree to accept the decision of Producer in all such matters as final and binding and not subject to challenge or appeal.
5. **Non-Infringement of Rights.** In connection with my participation in the Program, I shall not infringe upon or violate the rights (including, without limitation, the copyright rights) of, or cause injury or harm to any other person or entity (including, without limitation, any other Participants, the host, judges and special correspondents), and I will abide by all Participant rules of conduct, all U.S. laws and all applicable state and local laws, including, without limitation, all rules and regulations of the U.S. Copyright Office (if applicable).
6. **Falsification of Documents.** I hereby represent and warrant that I have truthfully, fully and accurately completed all forms relating to the Program, including, without limitation, the Participant Application and all releases. I further represent and warrant that I have not withheld any information requested of me and that by signing this Agreement and supplying the answers and information requested of me by Producer, I have in no way been misleading or untruthful. I will immediately inform Producer if any information I have provided changes or is discovered by me to be false, inaccurate or incomplete or becomes false, inaccurate or incomplete. If any of the information I have provided is found or determined by Producer, in its sole discretion, to be false, incomplete, inaccurate or otherwise misleading, Producer reserves the right to immediately dismiss and disqualify me from the Participant selection process and from the Program, if I have been selected. Furthermore, I acknowledge that Producer reserves the right exercisable at any time at its sole discretion to disqualify me from the Competition should I at any stage fail to supply any information reasonably requested of me, supply untruthful, inaccurate or misleading personal details or information, break the Competition rules, act in an unsportsmanlike or harassing manner, or otherwise breach the terms contained herein, or for any other reason at the sole discretion of Producer. I further acknowledge and agree that if I knowingly provide misleading or untruthful information, my failure to be truthful will cause Producer and the Network to suffer irreparable harm, including, but not limited to: interference with the production of the Program; adversely affecting television ratings of the Program; and placing Producer and the Network in breach of its agreements with third parties, and given that the extent and amount of such damages would be difficult or impossible to ascertain in a court of law, the parties have agreed that a reasonable estimate of those damages would be in excess of \$5,000,000. Accordingly, I agree that I shall pay to Producer and the Network an amount equal to \$5,000,000, plus reasonable attorneys' fees, as liquidated damages (collectively, the "**Liquidated Damages**") in the event I breach this paragraph. I understand that if a judgment is entered against me, Producer and the Network may take all steps necessary to enforce such judgment, including, but not limited

to, garnishing my wages and placing a lien on any real property I own. Notwithstanding the Liquidated Damages provided for herein, I understand and agree that the Liquidated Damages and any monetary damages will not be sufficient to avoid or compensate Producer or Network for the damages likely to be incurred as a result of my failure to comply with Producer's requirements, and that injunctive or other equitable relief would be appropriate in such event.

7. **Change of Circumstances.** I agree to inform Producer immediately if any of the information I give becomes incorrect due to any change of circumstances during the Exclusivity Period, as defined in Section C.2 (as such period may be extended pursuant to agreements that I may be required to sign in connection with my further advancement in the Program).
8. **Further Documents; Disqualification.** I acknowledge that Producer may require me to sign further documents and agreements as a condition of my participation in the Participant selection process and my participation in the Program. I understand that I may be removed or disqualified from the Program by Producer for any reason or for no reason at all; provided, however, that no such removal or disqualification will affect any of the rights granted or assigned by me hereunder or any of the covenants, agreements, waivers, releases or indemnities made by me in this Agreement, the applications and releases previously executed by me, or any other agreements that I may make (including, without limitation, the assignment of any rights in and to my act), as well as any and all exhibits and attachments to any of the foregoing documents. I also understand that if I refuse to sign any further agreements, releases, authorizations or waivers as are required by Producer, I may be disqualified from further participation in the Participant selection process and the Program, in Producer's sole discretion. I understand and acknowledge that I may need to undergo investigations into my background, which may include, without limitation, reviews of civil and criminal records, financial, credit and employment history, and reference checks, as well as psychological evaluation, and any other type of background check and psychological testing deemed necessary by Producer, in its sole discretion, and I agree to sign all necessary consents or other documents in connection therewith. I agree to sign all consents, assignments, releases, documents or other instruments as requested by Producer or its agents or assigns to effectuate these investigations and examinations or to secure any such rights. Additionally, I understand and acknowledge that I may be required to provide Producer with certification from my personal physician in the form of attached Exhibit "B," stating that I am have no medical condition that would prevent me from participating in the Program, and that participation in the Program would not endanger my health.

SECTION B.

GRANT OF RIGHTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with full knowledge, I hereby grant to Producer the following exclusive and irrevocable rights throughout the universe, in perpetuity. I understand and agree that, unless otherwise set forth herein, no additional compensation, payments, residuals, reuse fees or other payments shall be made to me with respect to the rights granted in this Section B.

1. **Name and Likeness.** I hereby consent to Producer's filming, taping, photographing and making audio/visual recordings of me and my act for use in and in connection with the

Program (including, without limitation, by open or hidden cameras/microphones and whether I am aware or unaware of the filming, taping, photographing or audio/visual recording, and by requiring me to wear a microphone up to 24-hours-a-day, 7-days-a-week, at Producer's sole discretion) and agree to cooperate fully with Producer in such activities. I acknowledge and agree that Producer will be the sole and exclusive owner of all rights (including, without limitation, all copyrights) in and to the material filmed, taped, photographed and/or recorded pursuant to this Agreement. In addition, I hereby grant to Producer the unconditional right throughout the universe in perpetuity to use, simulate or portray (and to authorize others to do so) or to refrain from using, simulating or portraying, my act, name, likeness (whether photographic or otherwise), voice, singing voice, personality, personal identification or personal experiences, my life story (including, but not limited to, me and my life and all episodes, exploits, events (past and present), themes, people, settings, experiences and stories contained in or associated with or related to my life), biographical data, incidents, situations and events which heretofore occurred or hereafter occur, including, without limitation, the right to use, or to authorize others to use any of the foregoing in or in connection with the Program (or any episode or portion thereof) and the advertising, promoting or publicizing of the Program or any Program episode by Producer, the Network, or its programming services, and in connection with any merchandising, whether or not related to the Program (including without limitation, any commercial tie-ins), any sponsor of the Program or the Network, and the advertising, promotion, endorsement and distribution thereof, by Producer, the Network, or any of its programming services, and in any other manner whatsoever (including, without limitation, as a direct endorsement of any product or service) as Producer or the Network may elect in its sole discretion. I understand that, in and in connection with the Program, I may reveal or relate, and other parties (including, without limitation, employees, agents or representatives of Producer, Network (and each of their respective parents, affiliates, subsidiaries, licensees, or designees); other Participants; the judges, host, and special correspondents of the Program) may reveal or relate information about me of a personal, private, intimate, surprising, defamatory, disparaging, embarrassing or unfavorable nature, that may be factual or fictional. I further understand that my appearance, depiction and portrayal in the Program and my actions and the actions of others displayed in the Program, may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature and may expose me to public ridicule, humiliation or condemnation. I acknowledge and agree that Producer shall have the right to (a) include any such information and any such appearance, depiction, portrayal, actions, and statements in the Program as edited by Producer in its sole discretion, (b) exhibit and otherwise exploit the Program containing any such information and any such appearance, depiction, portrayal, actions or statements, and (c) use such information, appearance, depiction, portrayal, actions and statements in any manner whatsoever, as Producer may elect in its sole discretion. The waivers, releases and indemnities in this Agreement expressly apply to the use and exploitation of any such information and any such appearance, depiction, portrayal, actions statements and material.

2. **Hidden and Concealed Cameras.** I acknowledge and agree that the photographs and recordings described in Paragraph B.1 of this Agreement may be made using concealed cameras or other devices. I acknowledge and agree that the film, tape, audio, videotape, and other recordings described in Paragraph B.1 of this agreement will include film, tape, audio, videotape, and other recordings of my actions and statements, and the actions and statements of the other Participants in the program, made using concealed or hidden cameras, and other devices located throughout the production locations as well as in the interior of bedrooms or

any other rooms in which I may sleep, bathrooms, dressing rooms, and the interior of any other area in which a person under other circumstances might have a reasonable expectation of privacy. I consent to any such recordings made using concealed cameras or any other devices. I further understand that I will not be given any further notice of the use of concealed or hidden cameras and other devices being used to record my actions and statements. In addition, I give my express, unconditional and irrevocable permission to Producer to fully exploit all materials made using any type of filming or recording equipment, including, without limitation, concealed cameras and other devices, irrespective of whether the making or exhibition of such materials might constitute a breach of any rights of privacy I otherwise might have in the absence of this express Agreement, and irrespective of whether such materials violate any rights I otherwise would hold or might hold in the future.

3. **Work For Hire.** Without limiting the foregoing, I acknowledge and agree that all of the results and proceeds of my participation in the Program including, without limitation, all materials described in Paragraphs B.1 and B.2 of this Agreement, all artistic, literary, dramatic, musical, photographic (still or moving, taken during the Program auditions, preparation, training and any and all production periods), and all materials which I may create or furnish in connection with the Program or any auditions (all of the foregoing being collectively referred to herein as the "**Materials**"), are being specially commissioned by Producer as a contribution to an audiovisual work and, accordingly, the copyright (and all renewals and extensions thereof) and all other proprietary rights, title and interest in and to such Materials shall be owned by Producer as the author of such Materials, which, to the extent that I may have any rights in and to such Materials, shall be considered "works-made-for-hire," pursuant to the U.S. Copyright Act. If any of such Materials are not deemed "works-made-for-hire," I hereby assign to Producer the entire copyright and all other rights in and to such Materials that I may have, own or hold (and where any such Materials are not in existence at the date hereof, by way of present assignment of future copyright), throughout the universe for the full period of copyright and all renewals and extensions thereof, and thereafter for the maximum period permitted by law. I hereby waive unconditionally and irrevocably the benefit of any provision of law known as "Moral Rights" or similar laws now or hereafter prevailing in any part of the world which might otherwise apply to the Materials and I will not assert any Moral Rights against Producer or the Network, or their respective licensees, successors and assigns. I agree that any telecast or other exploitation of the Materials or any rights therein, whether as part of the Program or otherwise, will not entitle me to receive any prizes or compensation.
4. **Ownership of Rights.** I hereby grant to Producer the unconditional and irrevocable right throughout the universe in perpetuity to distribute, exhibit, advertise, promote, copy, reproduce, change, add to, delete from, translate, transmit, and otherwise use the Materials and the Program (including, without limitation, any portion of my appearance on the Program or at any auditions and the appearance of my act on the Program or at any auditions) in any manner whatsoever, and by any and all means and media, whether now known or hereafter devised ("**Media**"). Such Media shall include, without limitation, any and all forms of television (including without limitation, commercially sponsored, sustaining, and subscription television, free television, syndicated television, pay television, cable, pay-cable, MDS, LPTV, satellite, broadcast); video cassettes, discs and DVD, CD-ROM; interactive media, the Internet, on-line services, wireless services, MMS and SMS

messaging. The rights granted to Producer in this Paragraph shall include, without limitation, the right to make sequels and remakes, advertising and promotion rights, merchandising, soundtrack, live stage, publishing, radio, audio recording, and music publishing and exploitation rights. Without in any way limiting the foregoing, Producer's rights shall include, without limitation, the right to exploit any Program episode or any portion thereof, including, without limitation, audition and interview footage, outtakes, behind-the-scenes footage and footage not used in any episode of the Program in any manner, by any method, in any and all Media, throughout the universe in perpetuity.

5. **Participant Photographs, Film, Audio and Video Recordings.** I understand and agree that during my participation in the production of the Program I shall not, under any circumstances, shoot or take any photographs, film, digital images, audio or video recordings without obtaining Producer's prior written approval, which approval Producer may grant or withhold in its sole discretion. If I have previously developed any film, digital images, audio or video recordings taken during my participation in any auditions or in the production of the Program, I shall provide Producer with all such film (negatives and prints), digital images and audio and video recordings for Producer's and the Network's use in and in connection with the Program, including, without limitation, in and in connection with the advertising and promotion of the Program and any and all ancillary uses of the Program (for example, books, calendars, videos, CD-ROM and exploitation on the Internet, via wireless Internet and via MMS and SMS messaging). All such film, digital images, audio or video recordings shall constitute "Materials" as defined in Paragraph B.3 of this Agreement. Producer shall be entitled to retain possession of the film (negatives and prints), digital images and audio and video recordings and shall be deemed to be the owner of all rights therein including the copyright and all renewals and extensions thereof. I understand and agree that no additional compensation, payments, residuals, reuse fees or other payments shall be made to me with respect to Producer's or the Network's use of such film (negatives and prints), digital images or audio or video recordings.
6. **Granted Program Rights.** All rights which I have granted pursuant to Paragraphs B.1 through B.5 of this Agreement shall be referred to in this Agreement collectively as the "Granted Program Rights." It is understood and agreed that the Granted Program Rights may be used throughout the universe in perpetuity in any manner and by any means and media, whether now known or hereafter discovered or devised, and either factually or with such portrayal, impersonation, simulation, caricature, imitation or other modification, in whole or in part, as Producer, its licensees, successors, and assigns, may determine in their sole and unfettered discretion. Producer may freely license, assign and otherwise transfer any and all of the Granted Program Rights. Notwithstanding the foregoing, I acknowledge and agree that neither Producer nor the Network shall have the obligation to exploit any of the Granted Program Rights, and the exploitation of such Granted Program Rights shall be in Producer's and Network's sole and absolute discretion.

SECTION C. **EXCLUSIVITY / CONFIDENTIALITY**

1. **Contracts:** I hereby represent and warrant that I am not currently a party to, nor will I become a party to, any commercial, contractual, management, agency, recording, acting, songwriting, merchandising, work-for-hire, development services, sponsorship or other

agreement or arrangement with any person, firm or company with respect to my act, performing abilities, or my services in the entertainment industry (including, but not limited to, my singing, songwriting, modeling, dancing, acting, or other talent) or with respect to my name, likeness, voice, image or biography during the Exclusivity Period (as defined below). I recognize that a breach by me of this Paragraph would cause Producer and the Network irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law and, therefore, I hereby expressly agree that Producer and the Network shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent or cure any breach or threatened breach of this Paragraph by me.

2. **Publicity and Promotion / Confidentiality:**

- (a) I agree that for a period commencing on the date that I execute this Agreement (“**Effective Date**”) and continuing until four (4) months following the date of the initial exhibition of the final episode of the Program cycle in which I participate (*i.e.*, the episode announcing the winner of the Competition) (the “**Exclusivity Period**”), I shall remain available if and when requested by the Network and Producer, for no additional consideration, where and when the Network or Producer may require, for publicity interviews, publicity photograph sittings, still photographs, on- air and other publicity activities. Additionally, I acknowledge and agree that Producer and the Network shall each have the exclusive and irrevocable option to film or tape one or more additional episodes, including, without limitation, a reunion, “making of,” or casting program or series (the “**Special Episodes**”), to be produced during the Exclusivity Period (the “**Special Episodes Option**”). Producer and/or the Network shall exercise the Special Episodes Option in writing at least twelve (12) days prior to the commencement date of principal photography or taping of the Special Episodes. I agree to participate in production of the Special Episodes for a period to be determined by Producer or the Network (the “**Special Episodes Production Period**”), at one or more locations, and to participate in the Special Episodes to the same extent and degree that I have agreed to participate in the Program (including, without limitation, compliance with any Special Episodes Rules and participation in all Special Episodes Contests and other activities). I hereby grant Producer and the Network all rights in the Special Episodes as if the same had been included in the “Materials” as defined in Paragraph B.3 of this Agreement, and I agree that all other provisions of this Agreement (including, without limitation, the provisions relating to participation, publicity, and confidentiality), as well as all my applications and all other agreements that I have executed or that I may execute in connection with the Program, shall apply equally to my participation in and in connection with any Special Episodes.
- (b) I agree to execute contemporaneously with this agreement the Confidentiality Agreement, attached hereto as Exhibit “C” (the “**Confidentiality Agreement**”). Without in any way limiting, altering or affecting any of the terms, conditions, rights or obligations contained in the Confidentiality Agreement, and except as otherwise permitted by Producer or the Network, I shall not use or disclose to any other Participant or any other party at any time (*i.e.*, prior to, during, or after the taping or exhibition of any episode of the Program), and shall keep in the strictest confidence, any information that I may read, hear or otherwise acquire or learn in connection with or as a result of my participation in or in connection with the Program (collectively, the “**Confidential Information**”), including, without

limitation, any information or materials concerning or relating to Producer or the Network, any information concerning or relating to the Program, its Participants, events, outcomes or locations, or the contents of this Agreement or any other agreement or document that I sign, have signed or receive from Producer or the Network at any time. I acknowledge and agree that the Confidential Information is confidential and the exclusive property of Producer and the Network. I will not at any time, directly or indirectly, divulge in any manner, or use or permit others to use, any of the Confidential Information. Furthermore, and without in any way limiting the foregoing, I agree not to participate in, seek out or accept personal publicity or appearances, including, without limitation, media interviews, or disclose or discuss events related to the Program, or authorize any third party to do the same, at any time, without the prior written approval of an authorized representative of Producer and the Network, which consent Producer and the Network may grant or withhold in their sole discretion. Without in any way limiting the foregoing, and except as otherwise required or permitted by Producer and the Network, I shall not advertise or promote my participation in the Program or receive or generate any monetary advantage from my participation in the Program, nor shall I authorize any others to do so. Without in any way limiting the foregoing, I shall not prepare or assist in the preparation of any written, audio or visual work that depicts, concerns or relates in any way to my participation in or in connection with the Program. In addition, I shall consult with Producer and the Network regarding any and all publicity in connection with my involvement in or appearance on the Program, and I shall not consent to any publicity without the prior written approval of Producer and the Network, which approval Producer and the Network may grant or withhold in their sole discretion. I agree that during the Exclusivity Period, I shall not appear on or authorize production of or participate in any way with any other television programming, radio programming, print media, on-line services, or any other media outlet now known or hereafter devised.

- (c) I recognize that a breach by me of Paragraph C.2(a) or C.2(b) of this Agreement, Paragraph F.26 of this Agreement, or any provision of the Confidentiality Agreement attached hereto as Exhibit "C" would cause Producer and the Network irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law. Therefore, I agree that Producer and the Network shall be entitled to injunctive and other equitable relief (without posting bond) to prevent or cure any such breach or threatened breach. I also recognize that proof of damages suffered by Producer and the Network in the event of any such breach would be extremely costly, difficult and inconvenient. Accordingly, I agree as follows:
- (i) In the event that I breach Paragraph C.2(a) or C.2(b) of this Agreement, Paragraph F.26 of this Agreement, or any provision of the Confidentiality Agreement attached hereto as Exhibit "C" at any time, I agree to pay Producer and the Network the sum of Five Million U.S. Dollars (\$5,000,000.00) for each such breach, plus disgorgement of any income that I may receive in connection with any such breach, as liquidated damages. I agree that this amount is a reasonable estimate of the amount of damages Producer and the Network are likely to suffer in the event of any such breach or alleged breach considering all of the circumstances existing as of the Effective Date of this Agreement.
- (ii) Additionally, in the event that I breach Paragraph C.2(a) or C.2(b) of this Agreement,

Paragraph F.26 of this Agreement, or any provision of the Confidentiality Agreement attached hereto as Exhibit "C" at any time, I shall pay to Producer and the Network any and all compensation or other consideration that I received in connection with or as the result of my breach of this Agreement.

- (d) In addition to the liquidated damages set forth above, I shall indemnify and hold Producer and the Network free and harmless, to the fullest extent permitted by law, from and against any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' fees and costs) that in any way arise out of or result from any breach by me of Paragraph C.2(a) or C.2(b) of this Agreement, Paragraph F.26 of this Agreement, or any provision of the Confidentiality Agreement attached hereto as Exhibit "C." I acknowledge and agree that my obligations with respect to confidentiality and publicity as set forth in this paragraph and in the Confidentiality Agreement shall continue in perpetuity, or, at a minimum, until terminated by the Network in writing. In no event will I have the right to terminate my confidentiality obligations under this Agreement or under the Confidentiality Agreement.
 - (e) I acknowledge that all provisions of this Paragraph C.2, all provisions of Paragraph F.26 and all provisions of the Confidentiality Agreement attached hereto as Exhibit "C" shall survive the termination of this Agreement.
3. **Reality Hold:** Network and Producer shall have the right and option to require me to participate in any future unscripted, "reality-based" programs in which I appear as myself (the "**Reality Hold**"), according to the following terms and conditions:
- (a) From the Effective Date of this Agreement through twelve (12) months after the initial exhibition of the final episode of the Program cycle in which I participate (the "**Reality Hold Period**"), I shall be exclusively available to Producer and/or the Network to participate, and shall participate as reasonably required, in any unscripted, "reality-based" programs in which I appear as myself, as designated by Producer and/or the Network and pursuant to the terms of this Agreement.
 - (b) During the Reality Hold Period I shall not participate in any unscripted, "reality-based" program in which I appear as myself without Producer and/or the Network's written consent.
 - (c) These provisions do not apply to any appearance by me as a Performer, which, instead, shall be subject to the terms set forth in Paragraph C.4 below. As used herein, the term "Performer" shall include, without limitation, any television acting services customarily rendered by performers on scripted television series for which they receive compensation under any applicable collective bargaining agreements.
4. **Talent Hold Option:** In addition to the exclusivity obligations set forth elsewhere in this Agreement, Producer and/or the Network shall also have the right and option to engage my exclusive services as a Performer (the "**Talent Hold Option**") according to the following terms and conditions:
- (a) Producer and/or the Network may exercise the Talent Hold Option by written notice to me at any time from the Effective Date of this Agreement and continuing through that

date which is twelve (12) months following the date after the initial exhibition of the final episode of the Program cycle in which I participate (the "**Talent Hold Option Period**"). Producer and/or the Network shall exercise the Talent Hold Option by paying me EIGHT THOUSAND FIVE HUNDRED U.S. DOLLARS (\$8,500), less any applicable taxes and withholdings for the entire Talent Hold Period, which sum shall be applicable against any fees for my services as a Performer payable during the Talent Hold Period.

- (b) If Producer and/or the Network exercises the Talent Hold Option, I shall execute the customary Producer and/or Network talent hold agreements (the "**Talent Hold Agreement**") for unscripted, "reality-based" program Participants, which among other things, provides that Producer and/or the Network shall have the exclusive right to my services as a Performer in any and all media, whether now known or hereafter devised, throughout the universe, for twelve (12) months from the date of exercise of the Talent Hold Option (the "**Talent Hold Period**"), at the rates set forth in Exhibit "D" attached hereto and incorporated herein by this reference. Producer and/or the Network shall provide me with a copy of the Talent Hold Agreement upon my written request. I understand that I shall not be entitled to receive the applicable rates set forth in Exhibit "D" unless I am actually cast as a Performer.
 - (c) If during the Talent Hold Option Period, but before Producer and/or the Network exercises its Talent Hold Option, I receive a firm offer for employment as a Performer in any media, I shall, prior to accepting any such offer, give prompt written notice to Producer and/or the Network with a description of the services to be rendered and the dates of such employment. Producer and/or the Network shall then have five (5) business days within which to exercise the Talent Hold Option and, thereby, preempt my acceptance of such offer. If Producer and/or the Network does not exercise its right of preemption, I shall have the right to accept the offer and, if I do so, the Talent Hold Option shall be in second position to such services; provided, however, that this Agreement shall otherwise continue to be in full force and effect (subject only to the services I shall be required to render pursuant to the aforesaid accepted offer). In such instance, I shall remain obligated to submit any subsequent offers of employment as a Performer to Producer and/or the Network, as described above, and Producer and/or the Network shall retain the same right of preemption with regard to any such offers through the remainder of the Talent Hold Option Period. If, however, Producer and/or the Network exercises its right of preemption within the five (5) business day period, I shall be exclusive to Producer and/or the Network in all media during the Talent Hold Period.
5. **Producer's Other Contract Options:** In addition to the exclusivity obligations set forth elsewhere in this Agreement, I understand and agree that if I am chosen as a Participant on the Program, I shall be required, at Producer's election, to enter into the following agreements with Producer and/or Producer's designee(s) (including but not limited to FremantleMedia North America, Inc., Simco Limited, Syco Television, and/or Sony BMG), the terms of which shall be subject to good faith negotiations: (a) an agreement (within Producer's or designee's standard parameters) for my exclusive recording services ("**Producer Recording Contract**"); (b) an agreement (within Producer's or designee's standard parameters) for my exclusive songwriting services ("**Producer Publishing Contract**"); and (c) an agreement (within Producer's or designee's standard parameters) for the use of my name, voice, likeness and biography in connection with advertising,

endorsements, merchandising and sponsorship (“**Producer Endorsement Contract**”). I understand and agree that such agreements shall become fully effective only at the election of Producer and/or Producer’s designee(s), which election shall occur during the Exclusivity Period (the “**Producer Option Period**”). I hereby warrant that as of the Effective Date of this Agreement, I have not entered into, nor during the Exclusivity Period will I enter into, any contract or arrangement that might prevent me from entering into the Producer Recording Contract, Producer Publishing Contract, or Producer Endorsement Contract specified in this Paragraph C.5; however, in the event that I do have or did have a contract that may prevent me from entering into the Producer Recording Contract, Producer Publishing Contract, or Producer Endorsement Contract described above, I hereby agree to list any such contracts below in Paragraph F.4 and attach such contracts when returning this Agreement to Producer.

6. **Producer’s Management Option:** In addition Producer’s rights set forth above, I understand and agree that if I am chosen as a Participant on the Program, I may be required, at Producer’s election, to enter into an agreement (within Producer’s or designee’s standard parameters) for the management of my career in the entertainment industry (including, but not limited to, my modeling, acting, dancing, performing, and singing/musical/songwriting services) (“**Producer Management Contract**”). I understand and agree that such agreements shall become fully effective only at the election of Producer and/or Producer’s designee(s), which election shall occur on or before the expiration of the Producer’s Option Period, as defined above in Paragraph C.5. I hereby represent and warrant that as of the Effective Date of this Agreement, I have not entered into, nor during the Exclusivity Period will I enter into, any contract or arrangement that might prevent me from entering into the Producer Management Contract specified in this Paragraph C.6; however, in the event that I do have or did have a management and/or agency contract that may prevent me from entering into the Producer Management Contract, I hereby agree to list any such contracts below in Paragraph F.4 and attach such contracts when returning this Agreement to Producer.
7. **Other Services.** I acknowledge and agree that, in the event I am the winner of the Competition or if I am not the winner and Producer or its designee elects, in their sole discretion, Producer (and its parent, affiliates, subsidiaries, or designees) shall be entitled to produce (or license any third party to produce), for no additional consideration to me, whether as a stand-alone program or as part of another program, any or all of the following career milestones which may occur during or subsequent to the recording of the Program: (a) the first performance of my first recorded single; (b) the first showing of the video featuring my first recorded single and/or me as a performer; and (c) my first televised interview and/or appearance on a talk show.

SECTION D.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

1. **Supplies and Services Furnished by Producer to Participants.** I understand that Producer, directly or through independent contractors, will provide various services and equipment in connection with the Program and its Participants. These services and equipment may include, but are not limited to: the operation and management of the sites of the Program; air and other travel in connection with the Program; transportation to, from and about the sites and locations of the Program; provision of hotel or other living accommodations; provision of food, water and equipment; training for my participation in the Program; supervision of

other activities related to the Program; and medical, psychological and first aid services. I acknowledge that neither Producer nor any contractor, employee or third party providing equipment or services in connection with the Program has made any warranties whatsoever with respect to the equipment or services which they furnish in connection with the Program or which the Participants may otherwise use, and that there are no warranties of any kind from anyone regarding the fitness or suitability of any equipment or services for use for any purpose in connection with the Program or otherwise. I hereby waive any rights I might otherwise have to warnings or instructions regarding any aspect of the Program or the equipment or services utilized in connection therewith, and I acknowledge and agree that I shall use such equipment and services at my own risk.

2. **Other Program Participants and Third Party Personnel:** Producer makes no representations or warranties and offers no assurances as to the character, background, actions, demeanor or mental or physical condition of any other Participant, third party vendor, or any other person involved in any way with the Program, and I acknowledge that I must assume the risk of any encounter or interaction with such persons. Although Producer may have conducted checks into the character, background or mental or physical health of the other Participants, I understand that this Agreement that I have executed includes, without limitation, a release of any claim that I might assert based on Producer's failure to conduct a background check or investigation, including a physical or mental examination of any other Participant or of myself, and the failure of any checks, interviews, or examinations to reveal information about any applicant or Participant.
3. **Mental and Physical Stress.** I understand that the conditions surrounding the production of the Program may expose me to mental, emotional and physical stress, both during and after my participation in the Program. I voluntarily and fully accept and assume these risks and understand and acknowledge that the waivers, releases and indemnities in this Agreement expressly apply to these risks and any and all consequences of these risks.
4. **Assumption of Risk of Unknown or Undiscovered Facts, Claims or Defects, and Release of Released Parties:** I and the other Releasing Parties (as that term is defined in Paragraph E.1 of this Agreement) acknowledge that there is a possibility that after my execution of this Agreement, I or they will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed and which, if known by me or them at that time, may have materially affected my or their decision to execute this Agreement. I and the other Releasing Parties acknowledge and agree that by reason of this Agreement, and the release contained in the preceding paragraphs, I and the other Releasing Parties are assuming any risk of such unknown facts and such unknown and unsuspected claims. I and the other Releasing Parties have been advised of the existence of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS
SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. I and the other Releasing Parties knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release and this Agreement, and without such waiver Producer would not have accepted this Agreement or my participation in the Program. I and the other Releasing Parties understand and acknowledge the significance and consequence of this release and of this specific waiver of Section 1542 and other such laws.

5. **No Representations or Warranties from Producer.** I acknowledge that Producer has made no representations or warranties of any kind whatsoever to me regarding my qualifications or ability to participate in the Program, and that my participation in the Program shall be entirely at my own risk.

SECTION E. **RELEASES, WAIVERS AND INDEMNIFICATIONS**

1. **Definition of "Releasing Parties."** As used in this Agreement, the term "Releasing Parties" means and refers to each of me, my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns.
2. **Definition of "Released Parties."** As used in this Agreement, the term "Released Parties" means and refers to each of Producer, FremantleMedia North America, Inc., Simco Limited, Syco Television, Sony BMG, Inc., General Electric Company, NBC Universal, Inc., the Network, all television stations and channels, cable networks and satellite networks that broadcast or otherwise exhibit the Program, the other Participants in the Program, all sponsors, advertisers and advertising agencies connected with the Program, all other persons and entities connected with the Program., including, without limitation, owners, landlords and/or managers of the production sites and locations, production staff (including, without limitation, the investigators, staff psychologist(s)), judges, host(s), special correspondents,, and each of their respective parents, subsidiaries, affiliates, licensees, successors and assigns, and the respective directors, officers, employees, agents, contractors, partners, shareholders, heirs, assigns, executors, administrators, attorneys, representatives and members of each of the foregoing entities.
3. **Waiver of All Claims and Suits; Released Claims; Indemnity:** To the maximum extent permitted by law, I, along with the other Releasing Parties hereby and irrevocably indemnify, release and forever discharge the Released Parties from and against any and all claims, liens, agreements, contracts, actions, suits, costs, attorney's fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden (collectively the "**Released Claims**") arising out of or in connection with my preparation for, travel and living accommodations in connection with, participation and appearance in, withdrawal from, or elimination from the Program, including, without limitation, the Competition or other activities associated with the Program, the production or exploitation of the Program, advertising, promotion and publicity, or the use or reuse of my appearance, name, voice, likeness, or biographical information in any manner whatsoever in connection with the Program or otherwise, and my receipt or use of any prize. Such Released Claims shall include, without limitation:

- (a) LIABILITY from any causes whatsoever, WHETHER CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE RELEASED PARTIES OR OTHERWISE;
- (b) LIABILITY related to the NEGLIGENCE, GROSSLY NEGLIGENCE OR WILLFULLY WRONGFUL use, development, implementation or enforcement of any rules, regulations, guidelines, procedures, or decisions by any of the RELEASED PARTIES or the NEGLIGENCE, GROSSLY NEGLIGENCE OR WILLFULLY WRONGFUL operation or management by the RELEASED PARTIES of the premises or facilities (including, but not limited, to the telephone voting system any other voting system (including, without limitation and if applicable, online voting), set design and locations) where any aspect or phase of the Program is being conducted, produced or taped;
- (c) LIABILITY relating to the NEGLIGENCE, GROSSLY NEGLIGENCE OR WILLFULLY WRONGFUL use, provision, selection, assembly, or maintenance of any equipment, tools, props, or services offered or used in association with the Program, or relating to any failure to provide warnings with regard to any such equipment, tools, props or services, including that provided through independent contractors or other third parties;
- (d) LIABILITY relating to potential claims or complaints made by RELEASING PARTIES or anyone else to the FCC or relating to any FCC proceeding, including, without limitation, any FCC proceeding for or in connection with any injury, illness, damage, emotional distress, loss or harm allegedly suffered by any of the RELEASING PARTIES;
- (e) LIABILITY regarding the issuance, selection, or distribution of prizes or awards in connection with the Program or regarding any NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT of any of the Released Parties in establishing or enforcing any conditions for winning prizes or awards;
- (f) LIABILITY connected with any travel any of the RELEASING PARTIES undertakes in connection with his/her participation in the Program;
- (g) LIABILITY arising out of or in any way connected with any of the RELEASING PARTIES' separation or isolation from such RELEASING PARTIES' regular environment and family and friends for an extensive period of time or from time to time, including, but not limited to, claims of mental and emotional distress;
- (h) LIABILITY relating to exposure to offensive and uncomfortable environments, including, without limitation, conversations, jokes, banter, unwanted touching, and behavior of other Participants or others connected with the Program that may contain explicit references to sex, gender, race, sexual orientation, national origin, and violence or that may be unwanted or otherwise offensive.
- (i) LIABILITY relating to the disclosure and publication of information and experiences about or involving any of the RELEASING PARTIES which may be deemed personal in nature, including, without limitation, such things as hospitalizations, medical treatment or conditions, embarrassing conduct, arrests (whether or not there was a conviction),

altercations, school suspensions and expulsions, drug or alcohol related incidents, civil lawsuits, bankruptcies and other financial matters, and personal relationships (sexual or otherwise);

- (j) LIABILITY relating to any promotion or exploitation of the Program or any of the RELEASING PARTIES' appearance in the Program, the failure of any of the RELEASED PARTIES to select any of the RELEASING PARTIES as a Participant in the Program, the elimination of any of the RELEASING PARTIES from the Competition or the Program, the cancellation of the Competition or the Program, or the exercise by any of the RELEASED PARTIES of any rights granted by any of the RELEASING PARTIES pursuant to this Agreement;
- (k) LIABILITY for negligent or intentional infliction of mental or emotional stress/distress related to the Program, or related to any of the RELEASING PARTIES' presence in or upon the premises or facilities where any aspect or phase of the Program is or will be conducted, produced or taped;
- (l) LIABILITY based on libel, slander, defamation, violation of the right to privacy, publicity or personality, or false imprisonment.
- (m) LIABILITY for infringement of patent, trademark, trade dress and/or copyright, or loss, limitation or waiver of any intellectual property rights of any of the RELEASING PARTIES;
- (n) LIABILITY relating to any of the RELEASING PARTIES' use or possession of any prize awarded in connection with the Program or relating to any of the RELEASING PARTIES' failure to pay taxes due in connection with any such prize or award;
- (o) LIABILITY for any costs arising from any medical treatment or procedures received by any of the RELEASING PARTIES from any medical professional whether or not provided by any of the RELEASED PARTIES;
- (p) LIABILITY for NEGLIGENCE, GROSSLY NEGLIGENCE OR WILLFULLY WRONGFUL rescue operations or efforts by any of the RELEASED PARTIES or others;
- (q) LIABILITY relating to mental or physical examinations of any of the RELEASING PARTIES arranged for by any of the RELEASED PARTIES, or relating to any of the RELEASED PARTIES' investigation of any of the RELEASING PARTIES' background or medical history;
- (r) LIABILITY relating to any of the RELEASING PARTIES' failure to honestly and accurately reveal to any of the RELEASED PARTIES his/her complete medical history and information regarding his/her current medical condition;
- (s) LIABILITY relating to any provision of law known as "moral rights of authors," droit moral, or similar laws now or hereafter prevailing in any part of the world which might otherwise apply to the Program or the rights of any of the Releasing Parties in any Materials;

- (t) LIABILITY relating to any delay, suspension, termination, or abandonment of the Competition or the Program at any time at the sole discretion of any of the RELEASED PARTIES for any reason, including, but not limited to, due to issues within or beyond the control of any of the RELEASED PARTIES; AND
- (u) LIABILITY for any action or omission of any of the Releasing Parties during my participation in or in any manner in connection with the Program or exploitation of any act, and any claims related to any breach or alleged breach of any agreement, covenant, representation or warranty made by any of the Releasing Parties in this Agreement.
4. **Indemnity.** To the maximum extent permitted by law, I and the other Releasing Parties irrevocably agree to, indemnify and hold harmless each of the Released Parties from and against any and all Released Claims by whomever asserted, including, without limitation, any claims arising out of or in connection with (a) any breach or alleged breach of any agreement, covenant, representation, or warranty made by me in this Agreement, or (b) my travel in connection with my preparation for, audition(s) for, participation or appearance in, or elimination from the Program or the activities associated with the Program, whether occurring before, during or after my actual participation in the Program, including without limitation any injury, illness, damage, loss, harm or death I or any of the other Releasing Parties or any third parties may suffer in connection therewith, or (c) any statement, action or omission of mine during or in connection with the Program or resulting directly or indirectly from the Program (whether before, during or after my actual participation in the Program), or (d) my possession or use of any prize, or my failure to pay taxes due in connection with any prize I may receive.

SECTION F.
FURTHER DISCLOSURES, COVENANTS,
REPRESENTATIONS AND WARRANTIES.

I hereby represent and warrant as follows:

Participant Information:

1. I am at least 18 years old. YES _____ NO _____. I understand and acknowledge that it may be necessary for me to provide two (2) valid forms of identification showing proof of my age and a picture ID (e.g., a certified copy of my birth certificate and driver's license, passport, etc.) in connection with my participation in the Program. In the event I am under 18 years old, and I am not legally emancipated, it will be necessary for my parent or legal guardian to provide a picture ID and proof of their relationship to me (e.g., driver's license or passport and a birth certificate, guardianship papers, school records, etc.) and to sign various documents related to the Program upon Producer's request (including, without limitation, documents granting their consent to my participation and releasing and indemnifying Producer and the Released Parties therefore). If I am under 18 years of age and I have been legally emancipated, I understand that it will be necessary for me to provide my court-approved emancipation documentation in order to participate in the Program or enter into any agreements without the consent of my parent or legal guardian. If I turn 18 years old prior to the expiration of the Exclusivity Period, I agree to re-sign any and all agreements

(including, but not limited to, any applications, audition agreements and this Agreement) on my own behalf, as may be required by Producer. In addition, I understand that my parent or legal guardian (or person designated by my parent or legal guardian to accompany minor) will be required to accompany me at all times during my participation in the Program.

2. I am a legal resident of the United States. YES _____ NO _____. I understand and acknowledge that it will be necessary for me to provide proof of legal residency in connection with my participation in the Program.
3. I have the unrestricted right (other than as may be required under applicable child labor laws) to work in the United States. YES _____ NO _____. I understand and acknowledge that it will be necessary for me to provide proof of right to work in the United States in connection with my participation in the Program.
4. I am currently or have in the past been represented by a talent agent, talent manager or another representative in connection with my performing services in the entertainment industry (including, but not limited to, modeling, acting, singing/songwriting, recording, or otherwise). YES _____ NO _____. If I am currently or have in the past been a party to any acting, recording, publishing, merchandising, endorsement, or any other agreement relating to my services in the entertainment industry or any contract or agreement for use of my name, likeness, voice, image or biography, then a description of such representation or contract follows (including, dates, type of contract, parties to contract, date contract expired, etc. – *use back of page if necessary*.): **YOU MUST INCLUDE COPIES OF ALL SUCH CONTRACTS WHEN YOU RETURN THIS AGREEMENT.**

5. I have listed below, to the best of my knowledge, anyone I know who is now, or has been in the past two (2) years, an employee, agent or representative of:
 - NBC Universal, Inc. (“NBC”) or its parent (General Electric Company) or any affiliated or subsidiary companies (including, without limitation, the NBC Television Network or Universal Television Networks);
 - Producer, FremantleMedia North America, Inc., Simco Limited, Syco Television, Sony BMG, Inc., or their respective parent, subsidiary or affiliated companies, or any of their respective licensees, successors or assigns;
 - Any television station or channel, cable network, or satellite network that may air or otherwise exhibit the Program or any variation thereof;
 - Any person or entity involved in the development, production, distribution, or other exploitation of the Program or any variation thereof;

- Any sponsor of the Program or its advertising agency; or
- Any person or entity supplying services or prizes to the Program.

If you do not know anyone who fits in the above categories, please write "NONE" in the space below.

Producer and the Network reserve the right to render ineligible any person who either of them determines, in its sole discretion, is sufficiently connected with the production, administration, judging, or distribution of the Program, such that his or her participation in the Program could create the appearance of impropriety.

6. I am currently a candidate for public office. YES _____ NO _____. If selected as a Participant in the Program, I agree not to become a candidate for public office until one (1) year after the initial exhibition of all episodes in which I appear in the Program and my appearance on any Special Episodes, whichever is later.

7. I am professionally trained or have appeared as a professional entertainer (including, but not limited to, on a nationally broadcast television program, in a theatrical motion picture, in a television movie of the week, in a taped or filmed national commercial, or in a first-class live stage production produced by a member of the League of America Theatres and Producers or the League of Resident Theatres). YES _____ NO _____. If yes, a description of my training or appearance(s) follows (*use back of page if necessary*).

8. I have rendered services on a demo recording. YES _____ NO _____. If yes, a description of my services on the demo follows (*use back of page if necessary*): **YOU MUST INCLUDE COPIES OF ALL DEMO CONTRACTS WHEN YOU RETURN THIS AGREEMENT.**

9. I have been employed as a model or spokesperson for any products? YES _____ NO _____ . If yes, a description of my employment as a model or spokesperson follows *(use back of page if necessary)*: **YOU MUST INCLUDE COPIES OF ALL MODELLING CONTRACTS WHEN YOU RETURN THIS AGREEMENT.**
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10. I have had criminal charges or a motion for a restraining order brought against me. YES _____ NO _____. I agree to notify the Producer immediately if there are any criminal charges or motion for a restraining order brought against me from the date hereof up to and including expiration of the Exclusivity Period. In addition, I agree to submit to a background investigation and to complete, sign and return to Producer a background investigation form. If yes to the above, an explanation of charges and restraining orders is as follows:
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11. I am a member of a performing arts union or guild. YES _____ NO _____. If yes, I agree that my participation as a Participant on the Program does not constitute a performance or my appearance as defined by any performing arts union or guild, nor does it entitle me to any wages or salary or other similar compensation. In the event my participation as a Participant on the Program is deemed to be a performance or appearance, any wages or salary or other similar compensation received by me for such applicable performance or appearance shall be applied against any minimum compensation and reuse fees payable under any collective bargaining agreement. The performing arts unions and guilds of which I am or have been a member are listed below:

Performing Arts Union/Guild	Date(s) of Membership

12. I currently have an outstanding warrant(s) (for example, traffic tickets, arrests, etc.) or restraining order(s) against me, or I have been reported to a law enforcement agency as a missing person or a runaway. YES _____ NO _____. If yes, please explain *(use back of page if necessary)*:
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13. I have never been arrested or convicted of a felony or misdemeanor offense.

YES _____ NO _____. If no, please list dates and locations of all arrests and convictions and a brief description of the alleged offense(s) (*use back of page if necessary*):

You should be aware that past arrests and convictions are not automatic grounds for disqualification, but such information may be used by Producer to determine your eligibility for the Program. ***Lying about this information, or any information you supply anywhere in this Agreement, is grounds for disqualification from the Program.***

14. I currently have a court date(s) scheduled (either to appear on behalf of myself or on behalf of someone else). YES _____ NO _____. If yes, please list dates and locations of court date(s) and a brief description of the court case (*use back of page if necessary*):

15. Have you ever been in the military YES _____ NO _____.

If YES, you will need to complete a form authorizing disclosure of your military records, including, without limitation, discharge papers, to Producer. You must also attach a copy of your DD214 or any other discharge documentation to this Agreement

If YES, branch of military: _____ Dates of Service: _____

Type of Discharge: _____

Were you ever the subject of any disciplinary proceedings or actions in the military?

YES NO (Circle One)

If YES, please describe in detail, including, without limitation, date(s), place(s), nature of charge(s), outcome of proceedings and any actions taken.

16. The following are ALL of the television contest, game or reality shows on which I have EVER appeared: **(If none, please state "None" in the space below.)**

Name of Show

Tape Date

Air Date

I understand and agree that Producer reserves the right to disqualify me from participation based on the amount or nature of my participation in prior television contest, game or reality shows or the amount of my other exposure in any media. I further understand that such determination will be made by Producer in its sole discretion.

17. The following are ALL of the television contest, game or reality shows for which I have applied to be a contestant within the last year: **(If none, please state "None" in the space below.) YOU MUST INCLUDE COPIES OF ALL CONTRACTS RELATED TO THESE APPEARANCES WHEN YOU RETURN THIS AGREEMENT.**

18. The following are ALL of the magazines, publicly disseminated photographs and advertisements (including, without limitation, on the Internet) in which I have appeared (attach additional pages if necessary): **(If none, please state "None" in the space below.) YOU MUST INCLUDE COPIES OF ALL SUCH CONTRACTS RELATED TO THESE APPEARANCE WHEN YOU RETURN THIS AGREEMENT.**

I understand and agree that Producer, in its sole discretion, may render ineligible and disqualify from participation any person based on the extent and quality of such person's prior exposure in any media.

19. To the best of my knowledge, I do not have a mental, emotional or medical condition that might impact upon my ability to participate in the Program, my health and well-being or the health and well-being of other Participants or any other persons involved with the production of the Program. If the foregoing is not true, please explain *(use back of page if necessary)*:

20. I have listed and described below any and all websites I have created or participated in and any and all materials I have posted on any website. The following is a description of each website I have created and all of the materials I have posted on any website **(if none, please state "None" in the space below):**
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21. Although Producer may obtain insurance covering certain limited damages arising out of my accidental death or disability, and certain medical expenses arising out of my care, I acknowledge that Producer has no obligation to do so, and that Producer requires as a condition to my participation in the Program that I maintain my own accident and health insurance to cover any medical expenses, bodily injury and personal property damage, as well as any insurance to cover my short-term or long-term disability from any injury, and to verify that any losses or injuries that may occur during my participation in the Program will be covered under such insurance. However, my failure to obtain or maintain insurance shall in no way affect my sole and complete responsibility for any bodily injury, personal property damage or loss or disability that I may sustain for any reason whatsoever in connection with the Program, and shall not affect my releases, waivers or indemnification obligations under this Agreement. The waivers, releases, and indemnities set forth in this Agreement and any other agreement that I have executed or that I may execute in connection with the Program expressly apply to any such provision of insurance by Producer. If I currently maintain health insurance, my health insurance carrier and identification number, and my health insurance carrier's address and telephone number, are listed below. **(If none, please state "None" in the space below.)**
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-
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Appearance on the Program:

22. I hereby acknowledge that the Producer is not under any obligation to record my participation in the Program, if any, or include me in the exhibition or any other version thereof.
23. I acknowledge that my participation in the Program is not a professional performance, does not constitute a professional appearance, and does not entitle me to wages, salary or other compensation, except as otherwise set forth herein.
24. I acknowledge that my audition for and participation on the Program shall include my own act or performance, which I created and selected for the Program. I shall notify Producer immediately of any physical, emotional, psychological, or mental conditions that might affect me or my performance on the Program. I understand that since this is my own act, I am solely responsible for determining whether I am capable of performing the act in the Program; provided, however, Producer may, in its sole discretion, refuse to allow me to

participate in or may eliminate me from the Program at anytime if Producer believes, in its sole discretion, that I am not capable of performing the act safely.

25. In the event that my performance on the Program involves a live animal, I hereby represent and warrant that I have obtained all necessary and proper immunizations for the animal, that the animal is healthy and may safely be used in my performance, and that I have complied and will continue to comply with all applicable laws, rules, codes and regulations with respect to the use of and performance by animals, and I will provide to Producer all documentation of such health, immunizations and compliance and do any other acts and deeds as may be reasonably necessary for Producer to determine that the animal is safe to lawfully participate in the auditions, interviews and the Program. Furthermore, I agree to indemnify Producer and the other Released Parties and to hold each of them harmless from and against any and all liabilities, claims, actions, damages, expenses, and losses of any kind (including attorney's fees) caused by, in connection with, or arising out of any physical, mental or emotional stress/distress or injury caused to anyone, including, without limitation, any third party, by or from the animal or otherwise arising out of the use of the animal in my performance.
26. I understand that my appearance on the Program, if any, is strictly for the purpose of participating in the Program as a Participant. Except as specifically provided herein or as otherwise authorized by Producer, and subject to, and without in any way limiting, altering or affecting any of the terms, conditions, rights or obligations contained in the Confidentiality Agreement, I will not myself, nor will I authorize, assist, permit or facilitate others to, publicize, advertise, promote or disclose my act or my appearance or participation in the Program (including, but not limited to, promotion on the Internet or otherwise), receive or generate any monetary advantage from my participation in or appearance on the Program, or use or disclose to any party any information of any kind, including, without limitation, confidential business information or trade secrets, obtained or learned as a result of my participation in the Program. Without limiting the foregoing in any way, I will not myself, nor will I authorize others to, prepare or assist in the preparation of any written work, any audio work, or any visual work that depicts, concerns, or relates in any way to my act or my participation in or appearance on the Program. I represent that I have not heretofore executed any agreement in conflict herewith or in any way attempted to sell, dispose of, encumber or hypothecate any of the rights herein granted to Producer, or at any time authorized, licensed or granted any consent to any person, firm or corporation other than Producer, to make, produce, publish, exhibit or otherwise use or exploit my act, my life story or any part thereof, including, without limitation, my act or my participation in the Program, to any television, motion picture, radio, Internet, newspaper, magazine or any other, electronic or print related media. I recognize that a breach by me of this Paragraph would cause Producer and the Network irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law and, therefore, I hereby expressly agree that Producer shall be entitled to the relief set forth in Paragraph C.2(c) and Paragraph C.2(d) of this Agreement in the event of my breach of this Paragraph. I acknowledge that this Paragraph shall survive the termination of this Agreement.
27. I will not myself, nor will I authorize, assist, encourage, permit or facilitate others to, tamper with the telephone voting system or any other voting system (including, without limitation and if applicable, online voting), including, but not limited to, "phone slamming" via a

computer device. I understand and acknowledge that any tampering with the telephone voting system or any other voting system shall be grounds for immediate disqualification from the Program.

28. If I display or perform in the Program any photographs, published works, or other artistic materials, including but not limited to, songs which are not registered with a performance rights society (for example, ASCAP, SESAC or BMI), then I will have obtained all of the rights, clearances and releases necessary for Producer and the Network to include, use and exploit said materials in and in connection with the Program, including, without limitation, in and in connection with the advertising, promotion and exploitation thereof, and that all such photographs, published works, songs and other artistic materials shall meet nationwide public standards of decency and be in compliance with Network exhibition standards and practices and shall not be deemed inappropriate by a reasonable person. I hereby agree to indemnify and hold harmless Producer and the Network from any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' fees and costs) that in any way arise out of or result from my breach of any of the provisions of this Paragraph.
29. I will not bring any illegal drugs, prescription medications for which I do not have a valid prescription, alcoholic beverages, weapons or other illicit items to the Program premises, including hotels or other housing, transportation, etc. I will not engage in any illegal activities on the Program premises or locations or anywhere else, including, without limitation, hotels or other housing, transportation, etc. I will not use, consume or partake in any illegal drug usage or activity at any time, including, without limitation, during the Program production period whether on the Program premises or elsewhere.
30. I will conduct myself at all times for the duration of my participation on the Program in a mature, civil and respectful manner. I will not harass, intimidate or threaten anyone with whom I am in contact in connection with my participation in the Program, including, without limitation, the production staff, the other Participants, the parents or legal guardians of other Participants, the Network, the judges, the host(s), the special correspondent(s) or any other entities or individuals connected with the Program. I will conduct myself at all times during the term of this Agreement in a manner which will not be deemed embarrassing or detrimental to the Program, Producer, other Participants, the parents or legal guardians of other Participants, the Network, the judges, host, the special correspondent(s) or any other entities or individuals connected with the Program.
31. I understand and agree that I am prohibited from wearing any clothing items, including, but not limited to shirts, pants, shorts, and hats, or displaying any tattoos, that contain any recognizable logos (for example, designer, sports or any other logos) or any other copyrighted material (for example, t-shirts with pictures or artwork) or bearing the name or likeness of a celebrity, living or dead, unless Producer has specifically provided such apparel to me.
32. Neither I, nor anyone acting on my behalf, shall at any time use any of Producer's or the Network's names, logos, trade names or trademarks (including, but not limited to, the title of the Program), or those of any of Producer's or the Network's related companies, for any purpose or in any manner whatsoever, including, without limitation, in or in connection with any kind of advertising, promotion, publicity, merchandise, or other product or service.

33. I shall not make any mention of or "plug" any commercial product, service, venture or thing on the Program, including, without limitation, the name of my employer. I hereby acknowledge that neither I nor anyone acting on my behalf is giving or receiving any monies, or other valuable consideration to get me on the Program or to have me mention or display anything on the Program. I am aware that the payment or acceptance of, or agreement to pay or accept, any money or valuable consideration for the appearance of any person or the mention or display of any thing on the Program without disclosure to the broadcaster prior to exhibition is a federal offense punishable by fine and imprisonment. I agree that if anyone tries to induce me to accept any such payment, I shall immediately notify Producer as set forth in Paragraph F.36 of this Agreement.
34. I am aware that it is a federal offense punishable by fine and imprisonment for anyone to do anything which would rig or in any way influence the outcome of the Program with the intent to deceive the viewing public, including, but not limited to, tampering with the telephone voting system or any other voting system (including, without limitation and if applicable, any online voting system), and that it is a federal offense to offer or to accept any information or secret assistance in connection with the Program. I agree that I will not participate in any such act or any other deceptive or dishonest act with respect to the Program. If anyone tries to induce me to do any such act, I shall immediately notify Producer as set forth in Paragraph F.36 of this Agreement.
35. I understand and agree that the selection of Participants is and shall be within Producer's sole discretion and that Producer is not obligated to select me. I further understand and agree that Producer's inviting me to Los Angeles, California or the studio does not guarantee my appearance or participation as a Participant. If I am selected, and if I appear on the Program or any part thereof, Producer is under no obligation to exhibit or otherwise use or exploit my appearance on the Program or any part thereof. I acknowledge and understand that Producer may discontinue my participation in the Program at any time, for any reason.
36. If I have noticed or do notice any irregularity or impropriety in Participant selection, briefing, judging, taping or voting in connection with the Program, I agree to inform Producer's Legal Department at (310) 255-4700 and the Network's Standards and Practices Department at (818) 840-3753 of such concern as soon as it occurs and in no event later than tape day.

Miscellaneous.

37. I have full right, power and authority to enter into and fully perform this Agreement.
38. I have not entered into any other agreement, and I have not done and will not do any act or thing which in any way prevents, hampers, conflicts or interferes with the full and complete performance of my obligations to Producer or any rights which I have granted hereunder.
39. No other party, or any agent or attorney of any other party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce me to execute this document, and I acknowledge that I have not executed this instrument in reliance on any such promise, representation, or warranty not contained herein.

40. Except with respect to materials which Producer furnished to me, no Materials or any use thereof by Producer, the Network, or their licensees, successors or assigns, will violate or infringe upon the copyright, right of privacy or publicity, property rights or any other right of any party, nor constitute unfair competition, defamation, libel or breach of contract.
41. I will cooperate with Producer and the Network and will take steps that Producer or the Network reasonably requests to evidence or protect Producer's or the Network's rights hereunder. I agree to execute such further documents and instruments and do any acts or deeds as Producer or the Network may reasonably request in order to effectuate this Agreement or otherwise required to evidence or protect Producer's or the Network's rights hereunder. If I fail or am unable to promptly execute any such documents or instruments, I hereby irrevocably appoint each of Producer and the Network as my attorney-in-fact to execute and file any such documents or instruments or do any such acts or deeds, provided that said documents, instruments, acts, and deeds shall not be inconsistent with the terms and conditions of this Agreement. I agree that Producer's and the Network's rights under this Paragraph constitute a power coupled with an interest and are irrevocable.
42. I agree to have my immediate family members (which shall be defined to include my mother, father, legal guardian(s), sister(s), brother(s) and child(ren) as well as any of the foregoing who are considered "half-" or "step-" relatives, if and as applicable) execute the Immediate Family Release, a copy of which is attached hereto as Exhibit "D", and I will cause the delivery of executed originals to Producer, but my failure to do so shall be taken at my sole risk.
43. If I am injured or become ill during the course of the production of the Program, I hereby authorize Producer's medical team or medical personnel designated by Producer to treat me for any such injury or illness. With respect to my medical history or treatment, I will sign the Emergency Medical Release & Contact Information Sheet attached hereto as Exhibits "E."

SECTION G.

PRIZE(S)

1. I understand that, if I am selected as a Participant on the Program, in Producer's sole discretion, any prize or prizes (the "**Prize**") shall be awarded according to procedures and rules established by Producer in its sole discretion, as such procedures and rules may be amended and changed by Producer in its sole discretion at any time, with or without notice, including, without limitation, prior to or after the time that any Prize may be awarded. Without in any way limiting the foregoing, I acknowledge and agree that my receipt of any Prize may be dependent upon choices and decisions that I may be required to make, that Producer may impose additional conditions upon receipt of any Prize at any time, and that Producer may make misrepresentations to me regarding any Prize and the rules and conditions for receipts of any Prize.
2. **Selection of Winner:** The selection of the winner(s) of the Competition and any contest, if any, shall be final and binding and is not subject to any challenge or appeal. I acknowledge and agree that, even if I am eliminated from the chance to win any Prize, then I may be required by Producer in its sole discretion to return to the location of the Program or to such

other location as Producer may designate in its sole discretion, at Producer's expense, and I agree, if so required by Producer, to make myself available for such return trips to the location of the Program or to such other location as Producer may designate in its sole discretion, and, if required by Producer, to observe and participate in the events as designated by Producer in its sole discretion. I further acknowledge and agree that if I am so required by Producer and I fail to comply with Producer's requirements, then I shall forfeit any and all Prizes and awards, even if already awarded.

3. **Payment of Prize(s)**: I acknowledge and agree that any cash Prize I receive may be paid as a single payment computed at net present value or as an annuity payment over time based on a formula to be determined by Producer or the Network within their customary parameters. I will be given a chance to elect either option if I am the winner of a Prize. If I do not make such election, Producer will make the election for me, and I agree to accept Producer's election. The amounts may be decreased by the value of any other incentives or payments I may receive, including, but not limited to, any additional monies I may receive at any time including, without limitation, payments I may receive while participating in the taping of the Program. Additionally, I acknowledge and agree that any cash Prize, if any, will be delivered to the address written below, or to the closest feasible place for pick up by me, within one hundred and twenty (120) days after the initial air date of the final episode of the Program cycle in which I participate, if applicable, on the Network. In the event that within one (1) year following the completion of production of the Program cycle in which I participate, the Network has not broadcast the Program, then any prize would be paid no later than one hundred and twenty (120) days following the date which is one (1) year from completion of production of the Program cycle in which I participate. I shall pay all shipping costs for deliveries outside the continental United States. Producer shall not be responsible for any delays in delivery of any Prize by a supplier or for the condition in which it is received.
4. **Publicity/Advertising**: I shall not advertise or publicize my winning of any Prize at any time, nor sell any Prize consisting of travel or lodging. I shall not disclose my winning of any Prize prior to delivery of any Prize.
5. **Taxes**: I acknowledge and agree that I shall pay all state, federal and other tax obligations arising from any Prize, award or other payments or items I may win or receive. As used in this Agreement, "Prize(s)" means, among other things, money, goods and services, including but not limited to merchandise, travel, lodging and tickets or access to events (but excluding, for clarification, lodging at any location or any travel furnished to or among locations by Producer at Producer's expense in connection with my participation in the Program). I release Producer, the Network, any television station or channel, cable network, or satellite network that may air or otherwise exhibit the Program, and each of their respective parents, subsidiaries, affiliates or divisions, and all persons and entities connected with the Program, of any and all liability in connection with any such taxes. Producer may deduct, withhold or require payment of any such taxes before delivery of any Prize(s). If payment is required and I do not pay within ninety (90) days of the broadcast or other exhibition of my appearance, my Prize(s) will be deemed forfeited. I will indemnify and hold harmless Producer, the Network, any television station or channel, cable network, or satellite network that may air or otherwise exhibit the Program, and each of their respective parents, subsidiaries, affiliates or divisions, and all persons and entities connected with the Program, from any and all liability

in connection with any taxes payable with respect to any Prize(s), awards or other payments or items I may win or receive.

6. **Forfeiture of Prize(s)**: My refusal to accept any Prize shall constitute a forfeiture of that Prize, and I hereby release Producer, the Network, any television station or channel, cable network, or satellite network that may air or otherwise exhibit the Program, and each of their respective parents, subsidiaries, affiliates and divisions, and all persons and entities connected with the Program, of all obligations in connection with any such Prize.
7. **Substitute Prize(s)**: If for any reason any Prize I win cannot be supplied, I shall accept either a Prize of comparable value or a cash amount equal to the fair market value of the Prize I won, as determined by Producer in its sole discretion.
8. **Side Agreements**: I shall not share, or make any agreement or promise to share, any Prize or any portion of any Prize or other monies with any other Participant or any other person that I may encounter as a result of my participation in the Program, and any such purported agreement or promise shall be unenforceable. Prior to delivery, I may not assign any Prize that I win to another person or organization.

SECTION H. **GENERAL PROVISIONS**

1. **Travel and Living Accommodations**. I understand that if I am selected by Producer to be a Participant on the Program, Producer will make arrangements for me to travel in connection with the Program and I agree that I will be available to travel as may be required by Producer. Producer will provide me [and one (1) parent or legal guardian in the event I am under 18 years of age at the time] with lodging accommodations in the Los Angeles area, at Producer's expense, which accommodations will include room and tax only. I will be responsible for any incidental expenses in connection with such accommodations (including, but not limited to, phone charges, room service, pay TV charges, video game charges, tips, etc.) and any deposits required by the hotel in connection with such incidentals. Producer will provide me (and one (1) parent or legal guardian in the event I am under 18 years of age at the time) with ground transportation to and from the hotel and the airport in Los Angeles and to all Program production sites. I understand and acknowledge that I will be responsible for all other living expenses I incur during my stay in Los Angeles, including but not limited to, food, transportation (other than transportation involved with the Program) and other incidental personal expenses. I understand that any travel undertaken by me in connection with my participation in the Program shall be taken at my sole risk.
2. **Producer's Right to Suspend This Agreement**: Without limiting Producer's right to terminate my participation at any time, for any reason, as set forth herein, in the event of an occurrence of a force majeure event (as defined below) which lasts for more than fourteen (14) days or of my incapacity (including physical or mental disability, default, or conviction of a misdemeanor or felony which, because of the particular facts and nature of the conviction would, in Producer's sole judgment, adversely affect my ability to represent Producer and the Network properly or to participate hereunder), Producer shall have the right, in its sole discretion, upon notice to me, immediately to suspend or terminate my participation hereunder. Producer may terminate any period of suspension at any time in

Producer's sole discretion and I shall thereupon resume my participation hereunder. As used herein, a "force majeure event" shall mean any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, law, enactment, regulation, rule, order or act of government or governmental instrumentality (either federal, state or local, foreign or other), failure of technical facilities, failure of the telephone voting system, or other cause of similar or different nature beyond Producer's reasonable control which materially interferes with, prevents, or impedes production of the Program or Producer's or the Network's operations.

3. **Remedies.** I acknowledge and agree that the rights I have granted hereunder and my participation related thereto are unique, unusual, special and extraordinary, the loss of which would not be adequately compensable in damages in an action at law. I further agree that, in addition to any rights or remedies which Producer may have under this Agreement or otherwise, Producer would be entitled to all available equitable remedies in case of my breach or threatened breach of this Agreement. Any remedies, rights, undertakings and obligations contained in this Agreement shall be cumulative. No remedies, rights, undertakings, or obligations shall be in limitation of any other remedy, rights, undertaking, or obligation of either party. No breach of this Agreement by Producer or the Network shall entitle me to terminate or rescind the rights granted to Producer or the Network herein. I hereby waive the right, in the event of any such breach by Producer or the Network, to equitable relief or to enjoin, restrain or interfere with the exercise of any of the Granted Program Rights, it being my understanding that my sole remedy for such breach shall be the right to recover monetary damages, if any, with respect to any such breach.
4. **Notices:** All notices, statements and other communications given hereunder shall be made in writing by facsimile (with confirmed delivery transmission), telegraph, telex, personal delivery or by mailing the same by certified mail, return receipt requested, or by next day express delivery in a postpaid wrapper, addressed to the other as aforesaid, and the date of such personal delivery, telegraphing, telexing, faxing, the next day if by express delivery, or the date five (5) days after such mailing shall be deemed the date on which such notice is effective. All notices sent to either party shall be to said party's respective address set forth herein.
5. **Assignment:** I acknowledge that I shall have no right to assign this Agreement or delegate any of my responsibilities hereunder to any third party, and that any purported assignment or delegation by me shall be null and void *ab initio*. This Agreement, and the benefits and rights granted hereunder, are freely assignable by Producer, the Network, any of the other Released Parties and any of their respective assignees and licensees. In particular, but without in any way limiting the foregoing, I understand and acknowledge that Producer may assign, license or otherwise transfer some or all of its rights in and in connection with the Program to the Network and others.
6. **Relationship of Parties:** I acknowledge and agree that my relationship to Producer is limited solely to that of a grantor of rights and that I am not an employee of Producer or an independent contractor. I acknowledge and agree that I will be responsible for payment of all taxes and insurance applicable under existing law on all amounts (if any) paid or awarded to me hereunder, including but not limited to, Social Security taxes, federal, state and local income taxes, disability, unemployment and workers compensation insurance. I hereby agree

to complete, execute and deliver, in person, to Producer all required forms necessary to establish identity and eligibility under the Immigration Reform and Control Act. I warrant and represent that I will make all necessary payments due governmental agencies to comply with the foregoing.

7. **Survival of Provisions:** The following provisions of this Agreement shall survive any expiration or termination of this Agreement: Section B (Grant of Rights); Section C (Exclusivity / Confidentiality); Section E (Releases, Waiver, Indemnifications); Section F, Paragraph 26); Section G (General Provisions).
8. **Applicable Law:** This Agreement and all matters or issues collateral thereto shall be governed by the laws of the State of California applicable to contracts executed and performed entirely therein (regardless of the actual place(s) of performance and without regard to that state's choice of law provisions). The parties hereby consent to the exclusive personal jurisdiction and venue of any state or federal court located in the County of Los Angeles to the extent that any court proceedings are commenced; provided, however, that the foregoing shall not in any way diminish or limit the mediation and arbitration provisions set forth in Paragraph H.9 below.
9. **Mediation; Arbitration:** If any controversy or claim arising out of or relating to this Agreement, the breach of any term hereof, or my participation in or in connection with the Program cannot be settled through direct discussions, I agree to endeavor first to settle the controversy or claim by mediation conducted in the County of Los Angeles and administered by JAMS under its applicable rules, before commencing any proceedings permitted under this paragraph. If a controversy or claim is not otherwise resolved through direct discussions or mediation, it shall be resolved by binding arbitration conducted in the County of Los Angeles, and administered by JAMS in accordance with its Streamlined Arbitration Rules and Procedures or subsequent versions thereof (the "**JAMS Rules**"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be an arbitrator experienced in the entertainment industry and licensed to practice law in California. Notwithstanding the above requirements, if any party files suit in court, or files an arbitration before first seeking to mediate, in direct violation of this Paragraph, the other party does not have to request mediation to enforce the right to compel arbitration as required under this Paragraph. I agree that any mediation and arbitration proceedings, testimony, and discovery, along with any documents filed or otherwise submitted in the course of any such proceedings (and including the fact that the mediation or arbitration is even being conducted) shall be confidential and shall not be disclosed to any third party except to the mediators or arbitrators and their staff, the parties' attorneys and their staff, and any experts retained by the parties.
10. **Complete Agreement.** This Agreement, any exhibits and attachments hereto, my applications, and any other agreements or documents that I have executed or that I may execute at the request of Producer or the Network in connection with the Program contain the entire understanding between the parties, and supersede all prior negotiations, understandings and agreements (whether written or oral) of the parties hereto relating to the subject matter hereof. This Agreement cannot be modified except by a written instrument signed by the parties hereto. No waiver of any breach of or default under any provision hereof shall be deemed a waiver of such provision, or of any subsequent breach or default. If any provision hereof shall be invalid or unenforceable due to any law, said provision shall be modified to

the minimum extent necessary to effect compliance with such law, and in any event such invalidity or unenforceability shall have no effect upon the remaining terms and conditions hereof. The grant of rights, representations, warranties, releases, indemnities, restrictions on use of trademarks, and confidentiality obligations contained herein shall survive the expiration or earlier termination of this Agreement. The paragraph headings have been inserted herein for the purpose of convenience only and shall not be used in interpreting this Agreement. The provisions hereof shall be binding upon me and my heirs, executors, administrators and successors. Each of the parties hereto represents and warrants that in executing this Agreement, each party has relied upon its own judgment, belief and knowledge and has had the opportunity to seek the advice and recommendations of its own independently selected and retained counsel.

11. **Previous Agreement(s)**. I hereby acknowledge that I have previously entered into certain agreements and releases with Producer in connection with my participation in the Program. In the event of any discrepancy between the terms of the application or other audition agreements and releases and this Agreement, which discrepancy would limit or restrict the rights of Producer in any way, I agree that the terms of this Agreement shall prevail.
12. **Third Party Beneficiary**: I acknowledge and agree that, insofar as the terms of this Agreement relate to the Network, FremantleMedia North America, Inc., Simco Limited, Syco Television, Sony BMG, Inc., and/or NBC Universal, Inc., each of them (and their respective parents, affiliates, subsidiaries, or designees), shall be considered as third party beneficiaries to this Agreement.
13. **Knowledge and Understanding of the Agreement**: I have been given ample opportunity to read, and I have carefully read, this entire Agreement. In addition, I have been given the opportunity to have this Agreement reviewed by legal counsel of my choice. I acknowledge that Producer, the Network, and each of their respective parents, subsidiaries or affiliated entities and their respective employees, agents, representatives, officers, directors, are not providing legal, business, product design, accounting, marketing or any other professional services or advice to me, and that I am solely responsible for seeking my own legal counsel and other advisors to ensure that my rights and obligations are protected and discharged. I certify that I have made an investigation of the facts pertinent to this Agreement and of all the matters pertaining thereto as I have deemed necessary, that I fully understand the contents of this Agreement, that I am of sound mind, and that I intend to be legally bound by this Agreement. I understand that if I am under the age of 18 as of the Effective Date of this Agreement, if requested by Producer, I will cooperate with Producer in obtaining court approval of this Agreement. I am aware that this Agreement is, among other things, a release of liability for future injuries and a contract between myself and Producer and its affiliated organizations, and that I am signing this Agreement of my own free will. Each statement which I have made in this Agreement is true. The name given below is my legal name. Any

other name(s) or alias(es) used by me within the past five years are also noted below. The Social Security number furnished is my true Social Security number. After Producer and I (and my parent or legal guardian, if applicable) have signed this Agreement where indicated below, this Agreement shall constitute a binding and enforceable agreement between us.

PARTICIPANT:

MARATHON PRODUCTIONS, INC.

DATED: _____

DATED: _____

Signature

By: _____

Print Name: _____

Its: _____

Address: _____

Telephone: _____

SSN: _____

Other Names and Aliases (if applicable):

**IF THE ABOVE INDIVIDUAL IS UNDER THE AGE OF 18 YEARS, THE PARENT
OR LEGAL GUARDIAN OF SUCH PERSON MUST ALSO SIGN BELOW.**

I hereby warrant that I am the parent and/or legal guardian of _____, the individual who signed the foregoing Agreement (the “**Minor**”), that I have caused said Minor to execute said Agreement, that I will not instruct, authorize or permit said Minor to disaffirm the foregoing Agreement, and that I will indemnify the Released Parties (as defined in the Agreement) against all claims, liabilities and expenses with respect to said Agreement (including, without limitation, said Minor’s breach of said Agreement), and that, knowing of Producer’s reliance hereon, I agree to cause said Minor to adhere to and perform all of the provisions of said Agreement. I agree that I will be responsible for the conduct and well-being of said Minor at all times during said Minor’s participation in the Program.

In consideration for said Minor participating as a Participant on the Program, I hereby agree to be bound by and to perform all of the terms and conditions of said Agreement, as if I were a party to said Agreement, insofar as such terms and conditions may relate to my participation in the Program, if any (including but not limited to the taping of my appearance and/or participation in the Program and the use of my name, voice, likeness, etc. by Producer in connection with the Program and all of Producer’s rights hereunder).

In addition, if requested by Producer, I agree to cooperate with Producer in having said Agreement and any past or future agreements entered into by said Minor in connection with the Program approved by the applicable court and I hereby waive notice and any opportunity to appear and be heard in connection with any such proceedings.

Dated:	_____	_____		
		Name (Please Print)		
Place:	_____	_____		
		(Signature)		
Alias:	_____	_____		
		Address (Street)		
Social Security No.:	_____	_____		
		(City)	(State)	(Zip)
Relationship to Minor:	_____	_____		
		(Phone No.)		

PLEASE KEEP US ADVISED IN WRITING OF YOUR CURRENT ADDRESS.

EXHIBIT "A"
ELIGIBILITY RULES AND ADDITIONAL REGULATIONS

ELIGIBILITY

- **US Citizens & Permanent Residents Only:** Participants must be either a US citizen, legal permanent resident of the US, or possess a current legal visa allowing you to seek employment freely in the US (not merely a visa that allows you to work for one particular employer).
- **Under 18:** Participants under the age of 18 must have permission from their parent or legal guardian to participate AND must be accompanied by that parent or guardian. If the parent or legal guardian is allowing the minor to attend the competition under the supervision of a third party (such as a coach), the third-party must be specifically designated on the Personal Release, with a special signature by the parent or legal guardian and the third party (see page 4 of the Personal Release).
- **Employment:** Participants nor any of Participant's immediate family members (spouse, ex-spouse, parents, siblings, children, step-children) and household members (whether or not related) may not be employees, officers, directors, representatives, or agents of NBC Universal, Inc., General Electric Company, NBC Television Networks, Universal Studios, Marathon Productions, Inc., FremantleMedia North America, Inc., Simco Limited, Syco Television, Sony BMG, Inc., or any of their respective parents, subsidiary or affiliated companies, or any of their respective licensees, successors or assigns; any television station or channel, cable network, or satellite network that may air or otherwise exhibit the Program or any variation thereof; any person or entity involved in the development, production, distribution, or other exploitation of the Program or any variation thereof; any sponsor of the Program or its advertising agency; or any person or entity supplying services or prizes to the Program.
- **Paperwork:** Participants must complete and sign the Participant Agreement and Release. Participants must be willing to accurately and completely fill out an extensive background questionnaire and undergo investigations into their background, which may include reviews of civil and criminal records, financial, credit, and employment history, and any other type of background checks deemed necessary by Producer, and must sign all necessary consents in connection therewith. Producer and the Network reserve the right to remove or disqualify any of the Participants at any time for any reason or for no reason at all.
- **Availability:** Participants must be exclusively available to Producer in Los Angeles, California, or elsewhere, as designated by Producer, to participate in the taping of the Program and (if necessary) for follow-ups to be determined at the sole discretion of Producer. In addition, Participants must be available on dates to be determined by Producer and the Network to participate in publicity, promotion, advertising, marketing, production and exploitation of the Program.
- **Public Office:** Neither Participant or any member of Participant's act (if applicable) can be a candidate for public office from the time they apply for participation on the Program until after the initial exhibition of the final episode of the cycle of the Program in which the Participant appears.

Producer reserves the right to add to, change, modify or delete any of the eligibility requirements, as well as to add additional requirements not listed herein, at any time in its sole discretion.

ADDITIONAL REGULATIONS:

- **Photo ID:** All Participants must bring two (2) forms of identification with them to the venue—one of which must be a picture ID (for example, a birth certificate, driver's license, passport, school ID, etc.). If the Participant is too young to have any form of picture ID, then that Participant's parent or guardian should present a picture ID and a birth certificate of Participant that includes the parent's name with the child's name on the certificate. Participants under 18 years of age must bring their parent or legal guardian with them to the venue.
- **Animal Acts – additional paperwork required:** All acts with animals must submit proper Animal Questionnaire and immunization papers or Producer, in its sole discretion, may disqualify Participant from the Program.
- **Physical or Dangerous Stunts – additional paperwork required:** Anyone performing physical and/or dangerous stunts must submit a physician's certification letter attached hereto as Exhibit "B." Producers, in its sole discretion, may disqualify a Participant from the Program if Participant does not submit this paperwork completed correctly.

Producer reserves the right to disqualify any Participant, in its sole discretion, for any reason or for no reason at all.

EXHIBIT "B"--Certification From Participant's Personal Physician

Name & Address of Physician:

Phone Number of Physician

Patient Name ("Participant"): _____

Last Physical Examination: _____

Full Physical Activity: yes ☐ no ☐

Immunizations Up to Date: yes ☐ no ☐

Vision: _____

Hearing: _____

Height/Weight: _____

Comments, Special Problems,
Allergies, etc: _____

I am a physician currently licensed to practice medicine in the State of _____.
The Participant listed above is currently a patient of mine. Per your request, I have reviewed my files
regarding the Participant, a prospective participant in a television program currently entitled
"America's Got Talent" ("Program"). I have been informed of the nature of the program, which shall
include, without limitation, the following act to be performed by the Participant:

_____ (the "Activity").

- ☐ Based on the above information, I believe that the Participant has no known medical condition or physical disability that would preclude participation of the Activity or in the Program, and that engaging in the Activity or participating in the Program would not endanger this Participant's health in any way or give rise to any medical condition or exacerbate any medical condition this Participant may have.
- ☐ Based upon reasonable probability of possible injury to self, I believe this Participant will require the following further testing and/or accommodation in order to participate in the Activity: _____

- ☐ Based upon reasonable probability of possible injury to self, I believe this Participant should not participate in the Activity.

Physician Signature _____

Stamp/Seal

Print Name _____

Date: _____

Exhibit "C" – CONFIDENTIALITY AGREEMENT ("Agreement")

I, _____ ("**Participant**"), agree to the following:

I understand that I am being considered as a participant or alternate for the television program tentatively entitled "AMERICA'S GOT TALENT" (the "**Program**") to be produced by Marathon Productions, Inc., or its designee (with their respective parent, subsidiaries and affiliated companies, and licensees, successors and assigns, individually and collectively, "**Producer**") for possible broadcast on the NBC Television Network ("**Network**").

The Program is a reality-based talent show that includes secrets, creativity, intrigue and confidential and proprietary material, rules and information.

I acknowledge and agree that my participation in the application process for the Program and, if I am selected, my participation in the Program itself, will bring me into close contact with the confidential and proprietary affairs, information and material of Producer, Network and the Program not readily available to the public, and I further acknowledge that the disclosure or misappropriation of such affairs, information or material will materially and adversely affect the experience of the participants, eliminate the surprise, tension and outcome of the Program for the viewing public, and result in significant and irreparable injury and damage to Producer and Network. Accordingly, for good and valuable consideration, including, but not limited to, my participation in the application process for the Program and possible participation in the Program itself, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree to abide by the terms of this Agreement and to keep and retain in the strictest confidence all information and materials disclosed to or in any manner obtained by me concerning or relating to the Program, including without limitation, Program rules, trade secrets, operational methods, participant auditions and selection, participant identity and information, participant eliminations, the outcome of any episode of the Program, participant contracts, participant winnings, production locations, business affairs of Producer or Network and any other information or material relating to Producer, Network, FremantleMedia North America, Inc., Simco Limited, Syco Television, Sony BMG, Inc., NBC Universal Inc., General Electric Company, the Program, and/or the participants (collectively, "**Confidential Information**").

Without the express prior written consent of Producer and Network, I shall not at any time, directly or indirectly, or in any way, reveal, report, publish, disclose, transfer or otherwise disseminate or use any of the Confidential Information. This confidentiality obligation shall remain in place whether or not I am selected to participate in the Program, and shall continue both during and after my participation in the participant selection and (if I am selected as a participant) my participation in the Program, and shall continue regardless of whether an episode of the Program has been broadcast which may include some or all of the Confidential Information. I further agree that any Confidential Information of which I become aware will only be used for the express and exclusive purposes for which Producer has instructed me to use the Confidential Information. I understand that my obligation to keep the Confidential Information confidential in accordance with the terms of this Agreement shall be in effect indefinitely, until terminated by Producer and Network.

I agree to follow all of Producer's security procedures including, but not limited to, maintaining the secrecy of all Confidential Information and all Program information and materials (whether confidential or not). I further agree that I will use my best efforts to preserve the confidentiality and secrecy of all Confidential Information and Program information and materials that come into my possession or of which I become aware.

I understand and agree that the Network will control issuance of all publicity, press releases and press conferences related to the Program. I agree not to participate in any publicity, press releases, or press conferences or to communicate with the press directly or indirectly in any respect in connection with the Program, without the express consent of an authorized representative of the Network. I also agree not to sell any life story or other rights to any third party to the extent that they relate to or include any Confidential

Information concerning the Program, and further agree not to participate in any manner in the preparation, production or drafting of any materials produced by third parties that relate to the Program, including without limitation, books, magazine articles, newspaper articles, television shows, Internet websites and any other form of media, without the express prior written consent of an authorized representative of Network.

Upon the expiration or termination of my application process for the Program, or, if selected, upon the termination of my participation in the Program (or earlier at Producer's request), I will promptly deliver to Producer and/or the Network all materials in my possession containing any Confidential Information and all other property belonging to Producer and/or Network.

I understand and agree that any disclosure or misappropriation of any of the Confidential Information at any time in violation of this Agreement will constitute a material breach of this Agreement and will cause Producer and Network irreparable harm, including, but not limited to: affecting the Program experience for the participants; eliminating the surprise, tension and outcome of the Program for the viewing public, adversely affecting television ratings of the Program; and/or placing Producer and/or Network in breach of its agreements with third parties, and that the extent or amount of such damages would be difficult or impossible to ascertain in a court of law. Accordingly, in the event I breach this Agreement, I acknowledge and agree that Producer and Network shall have the remedies specified in this Exhibit C and in Paragraph C.2(c) of the Participant Agreement and Release to which this Agreement is attached as an exhibit, including but not limited to the \$5,000,000 liquidated damages provision.

I understand that any breach of this Agreement may also result in my immediate termination and disqualification from the Program, and forfeiture of any prize(s).

All appropriate provisions of the Participant Agreement and Release to which this Agreement is attached as an exhibit shall be applicable to this Agreement.

I hereby acknowledge and certify that I have read and understood this Agreement, that the consequences and implications of its breach have been explained to me and, I have been afforded the opportunity to review this Agreement with my own legal counsel prior to signing.

Signature

Print Name

Address

Phone Number

Address

Date

Address

SSN

**IF THE ABOVE INDIVIDUAL IS UNDER THE AGE OF 18 YEARS, THE PARENT
OR LEGAL GUARDIAN OF SUCH PERSON MUST ALSO SIGN BELOW.**

I hereby warrant that I am the parent and/or legal guardian of _____ (the “**Minor**”) the individual who signed the foregoing Confidentiality Agreement (the “**Agreement**”), that I am at least 18 years old, that I have caused said Minor to execute said Agreement, that I will not instruct, authorize or permit said Minor to disaffirm the foregoing Agreement, and that I will indemnify and hold harmless the Producer and/or the Network against all claims, liabilities and expenses with respect to said Agreement (including, without limitation, said Minor’s breach of said Agreement), and that, knowing of Producer’s reliance hereon, I agree to cause said Minor to adhere to all of the provisions of said Agreement.

In consideration for said Minor being considered as a participant on the Program, I hereby agree to be bound by and to perform all of the terms and conditions of this Agreement, as if I were a party to this Agreement, insofar as such terms and conditions may relate to my participation in the Program, if any.

In addition, if requested by Producer, I agree to cooperate with Producer and/or the Network in having this Agreement and any past or future agreements entered into by the Minor in connection with the Program approved by the applicable court and I hereby waive notice and any opportunity to appear and be heard in connection with any such proceedings.

Signature

Print

Relationship to Minor

Phone

Address

Date

Address

SSN

EXHIBIT "D"

TALENT HOLD SCHEDULE OF FEES

<u>Program Type</u>	<u>Role</u>	<u>Fees</u>
Pilot or pilot presentation up to 60 min.	Lead or Co-Lead	\$15,000
	Other	\$10,000
Pilot "second bite" and/or broadcast	Lead or Co-Lead	\$15,000
	Other	\$10,000
Series, first program year	Lead or Co-Lead	\$15,000 per program
	Other	\$10,000 per program
Series, subsequent years	Any role	5% cumulative annual increases
Movies-For-Television, Mini-Series	Lead or Co-Lead	\$5,000 per week / \$1,000 per day
	Other	\$4,000 per week / \$800 per day
Hosting/Narrating Services		applicable union minimum or the equivalent thereof
Other Television Services		TBD

Exhibit "E"— IMMEDIATE FAMILY MEMBER RELEASE ("Release")

Ladies and Gentlemen:

_____ ("**Participant**") is applying to be selected to be a participant in the proposed television series tentatively entitled "AMERICA'S GOT TALENT" (the "**Program**") to be produced by Marathon Productions, Inc., or its designee (with their respective parent, subsidiaries and affiliated companies, and licensees, successors and assigns, individually and collectively, "**Producer**") for possible initial exhibition on the NBC Television Network ("**Network**"). In connection with Participant's application, Participant has, among other things, released Producer, the Network, and others from any liability in connection with the Program, granted life story rights to Producer, and agreed not to disclose information learned in connection with the Program to others.

In consideration of and as inducement to Producer and the Network further considering Participant to participate as a contestant or otherwise on the Program, I agree as follows:

1. I am aware that Participant has acknowledged that the activities that may be part of the Program, including, without limitation, travel, may cause Participant injury and damages, including, without limitation, illness, serious personal injury, property loss, death, and severe mental and emotional distress and that Participant, if selected to be a contestant, has voluntarily agreed to participate in the Program and related activities with full knowledge, appreciation and understanding of the risks involved and has agreed to accept any and all risks of participating in the Program.

2. Independently and apart from any consideration accruing to me hereunder, I hereby irrevocably release and discharge producer, FremantleMedia North America, Inc., Simco Limited, Syco Television, Sony BMG, Inc., the Network, General Electric Company, NBC Universal, Inc. (and each of respective parent, affiliates, subsidiaries, and designees), production staff (including the staff psychologist), participating television stations, sponsors of the Program, advertising agencies and corporate sponsors of the Program, and the respective parents, subsidiary entities, affiliates, successors and assigns of each, and the respective directors, officers, employees, agents, contractors, partners, shareholders, attorneys, representatives and members of each of the foregoing entities (collectively, the "**Released Parties**") from, and agree not to sue such Released Parties for, any and all claims, liens, agreements, contracts, actions, suits, costs, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected and whether or not concealed or hidden (including, without limitation, those based on negligence or gross negligence of any of the Released Parties or any of the other participants on the Program, products liability, breach of contract, breach of any statutory or other duty of care owed under applicable laws, defamation, invasion of privacy, publicity or personality, and those based on Participant's possession or use of any prize) (collectively, "**Claims**") arising out of or in connection with Participant's preparation for, participation and appearance in or elimination from the Program or activities associated with the Program, including, without limitation, claims for any injury, illness, damage, loss or harm to me or Participant or Participant's property, or Participant's death.

3. Except as specifically provided herein or as otherwise authorized by Producer, I will not myself, disclose to any party any information or trade secrets obtained or learned by me about the Program, including, without limitation, any information concerning or relating to the Program, the Participants, the events contained in the Program or the outcome of the Program, at any time, including, without limitation, after the initial exhibition of the last episode of the Program (i.e., the last episode of the Program as a whole, as distinct from the set of episodes in which Participant may be included as a contestant or selected as an alternate). Without limiting the foregoing in any way, I will not myself, and I will not authorize others to, prepare or assist in the preparation of any written work, any audio work, visual work or any audio-visual work that depicts, concerns, or relates in any way to the Program. I agree that disclosure by me in violation of the foregoing shall constitute and be treated as a material breach of this agreement and, in addition, shall cause me to pay Producer and Network total liquidated damages in the amount of \$5,000,000. I understand and agree that it would be extremely difficult and impracticable under presently known facts and anticipated facts to ascertain and fix the actual damages that Producer and Network

would incur if I breach the terms of this paragraph. Accordingly, I agree that the payment of damages as set forth above accurately reflects the damages that Producer and Network would otherwise incur. I hereby expressly waive and relinquish any right which I may have to seek to characterize the damages hereunder as a penalty, and further agree that such damages represent a fair and reasonable estimate of the Producer's and Network's actual damages if I breach the provisions of this paragraph.

4. (a) I hereby irrevocably grant and release to Producer the non-exclusive right to interview me at such times as Producer may reasonably request and the right to record (audio/visual), film and photograph such interview(s) by such means as Producer desires (such recordings (audio/visual), films and photographs being hereinafter referred to as the "**Interview Results**");

(b) I hereby irrevocably grant and release to Producer the non-exclusive right (or the exclusive right if Participant is selected as a contestant on the Program) in perpetuity and throughout the universe, to depict, portray, and represent my experiences in connection with Participant's participation and involvement in the Program) (my "**Program Experience**") in the Program and in theatrical motion pictures, television programs and series, theatrical stage presentations, radio, other audio, visual, audio-visual, and/or print productions relating to my Program Experience, in whole and in part (each, a "**Production**" and collectively, the "**Productions**"), the production, reproduction, exhibition, broadcast, distribution, advertising, promotion and other exploitation of the Program and the Productions in any and all media, in any and all versions (including, without limitation, digitized versions), whether now known or hereafter devised, and in the exercise of all subsidiary, allied and ancillary rights (e.g., remake, sequel, theatrical, television, radio, publishing, merchandising, internet, and other similar rights) in the Program and the Productions. Producer may depict, portray me and my Program Experience either accurately or with such liberties and modifications as Producer determines necessary in its sole discretion for the purposes of fictionalization, dramatization or any other purposes, including, without limitation, to achieve a humorous or satirical effect, and by means of actors who may or may not resemble me. I hereby grant to Producer the perpetual and worldwide right to use my name, likeness, photograph, caricature, voice and biographical material in connection with the production, exhibition, advertising, merchandising and other exploitation of the Program and any and all Productions, and all rights therein.

(c) I hereby unconditionally and irrevocably release and forever discharge each of the Released Parties from and against any and all claims that I may now have or may hereafter have for libel, slander, defamation, invasion of any rights of privacy, publicity or personality, infringement of copyright or violation of any other right, which arise out of or relate to the production, reproduction, exhibition, broadcast, distribution, advertising, promotion or other exploitation of the Program or any of the Productions, the exercise of any rights in the Program or any of the Productions or the exercise of any other rights granted hereunder.

5. Any name used in connection with any portrayal of me in and in connection with the Program or any of the Productions may be a fictitious name or, at Producer's election, my real name.

6. I represent and agree that I have the full right and authority to enter into this Release and to exploit all rights granted by me hereunder.

7. I hereby agree to assist Producer and to use my best efforts in procuring releases from such other persons and entities as Producer shall, in its sole discretion, deem necessary in connection with the Program and any of the Productions; provided, however, that failure to procure such releases shall not be deemed a breach hereunder.

8. In connection with this Release, I hereby expressly waive any and all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code or by any similar law or provision. Section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE

WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

9. This Release shall be for the benefit of and shall be binding upon me and Producer and each of our respective successors, licensees, assigns, heirs, executors and administrators, and the rights herein granted to Producer may be assigned, transferred or sold in whole or in part to any person, firm or other entity. Producer shall not be obligated to actually produce the Program, any Productions, or any motion picture or other program utilizing the rights granted hereunder, mention my name or depict me in the Program, any Productions, or any motion picture or other program, or otherwise exercise any of the rights granted hereunder. This Release contains the entire understanding of the parties hereto in connection with the subject matter hereof and cannot be amended except by a written instrument signed by Producer and me. I agree that the invalidity or unenforceability of any part of this Release shall in no way affect the validity or enforceability of any of the remainder of this Release.

10. The validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of California without regard to the conflict of laws provisions thereof. If any controversy or claim arising out of or relating to this Agreement, or the breach of any provision hereof, cannot be settled through direct discussions, the parties agree to endeavor first to settle the controversy or claim by mediation conducted in the County of Los Angeles and administered by JAMS under its Commercial Mediation Rules. If a controversy or claim is not otherwise resolved through direct discussions or mediation, it shall be resolved by arbitration conducted in the County of Los Angeles, and administered by JAMS in accordance with the commercial arbitration rules of JAMS (the "JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be an experienced arbitrator licensed to practice law in California. I agree that the arbitrator's ruling, or arbitrators' ruling, as applicable, in the arbitration shall be final and binding and not subject to appeal or challenge. I further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties.

This Release shall constitute a binding agreement only upon being fully executed by me in the space provided below:

Very truly yours,

Print Name

Relationship to Participant

Signature

Address: _____

Phone: _____

E-Mail: _____

Consent of Parent or Guardian

To be signed if the person signing above is under the age of 18

I acknowledge that I have read the foregoing Release and am familiar with each and all of the terms, covenants and conditions contained therein, I am satisfied that this Release is fair and equitable, and I hereby give my express consent to the execution thereof and will not revoke my consent thereto at any time hereafter. I hereby warrant that I am the parent and/or legal guardian of _____, the individual who signed the foregoing Release (the "Minor"), that I have caused said Minor to execute said Agreement, that I will not instruct, authorize or permit said Minor to disaffirm the foregoing Agreement. I further agree that I shall be responsible in the event the said Minor breaches the foregoing Release.

Print Name of Parent or Guardian

Signature

EXHIBIT "F"
EMERGENCY MEDICAL RELEASE & CONTACT INFORMATION

IN CASE OF EMERGENCY, I _____ ("Participant"), and my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns, by my signing below, authorize Marathon Productions, Inc., or its designee (hereinafter, the foregoing entities, and their respective parents, subsidiary entities, affiliates, successors and assigns, and their respective directors, officers, employees, agents, contractors, partners, shareholders or representatives shall be referred to jointly and severally as "Producer") and NBC (the "Network") to arrange for or provide such medical care, assistance, treatment and/or services including without limitation surgery, to me as they determine to be necessary.

In the event that my physical and/or mental condition requires specific consent from me that is impossible or impracticable at the time that medical care, surgical care or hospitalization appears to be necessary or advisable, I also authorize any licensed physician and/or medical facility to provide any medical/surgical care and/or hospitalization to me, including anesthetics, which they determine in their sole discretion, to be necessary or advisable. I authorize any reasonable necessary care by the paramedics. I hereby voluntarily and knowingly release, discharge, relinquish and hold harmless Producer, the Network, and any provider of any medical care, assistance, treatment and/or services from and against any and all claims, actions and/or lawsuits of any kind in connection with any actions taken or services provided pursuant to this authorization. I further hereby release, discharge, relinquish and hold harmless Producer for any medical care assistance, treatment or services provided to me at any time whether such treatment or services are provided by health care professionals, paramedics, or any other person.

DATE: _____ SIGNED: _____

Print Name: _____

Emergency Contact Name: _____

Relationship to Participant: _____

Contact Address: _____

Phone Number: (____) _____ Alternate Phone: (____) _____

**IF THE ABOVE INDIVIDUAL IS UNDER THE AGE OF 18 YEARS,
THE PARENT OR LEGAL GUARDIAN OF SUCH PERSON MUST ALSO SIGN BELOW**

I hereby warrant that I am the parent and/or legal guardian of the minor (the "Minor") who signed the foregoing Emergency Medical Release (the "Release") and I am at least 18 years old. I have read the Release and join with Minor in authorizing the treatment set forth in the Release. I will indemnify and hold harmless the Released Parties (as defined in the Participant Agreement and Release to which the Release is attached as an Exhibit) against all claims, liabilities and expenses with respect to the Release or any treatment provided thereunder.

SIGNATURE OF PARENT OR LEGAL GUARDIAN

RELATIONSHIP TO MINOR

PRINT NAME OF PARENT OR LEGAL GUARDIAN

DATE