

PARTICIPANT CONSENT AND RELEASE  
DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THE FOLLOWING:

In full and complete consideration of Producer possibly including me as a participant in \_\_\_\_\_ including any prior or post interviews, audition and elimination processes thereof (the "Competition"), and without any further consideration due from Producer or any third-party to me, and with the understanding that Producer, in its sole discretion, may choose whether or not to air or include me in the Competition, I hereby agree as follows:

I hereby grant to Producer and its successors, licensees and assigns, without charge or other compensation, the in-evocable exclusive right, but not the obligation, with or without my knowledge, in perpetuity and throughout the universe, to film, tape and/or photograph, perform, record, exhibit, display, edit, distribute, sell and otherwise use my appearances, name, likeness, voice, singing voice, conversations, sounds, signature, biographical data, and any information or materials provided by me to Producer (including without limitation, any video or sound recordings I provide in connection with the casting process) in and in connection with and ancillary to the Competition or otherwise in any and all media, whether now known or hereafter devised including, without limitation, in the Competition, motion pictures, television, on the Internet, publishing, and recordings, and in and in connection with the advertising, sale, promotion, marketing, merchandising, distribution, publicizing and all other types of exploitation thereof, or in any other manner whatsoever in Producer's sole discretion or to refrain therefrom. Producer shall also have the unrestricted right to edit the content and text of any recordings of the casting process and any video and sound recording and other materials I submit in connection therewith, as well as the Competition and all film, tape, photography, recordings and my appearance, thereon, in any manner or form. I further agree that Producer is the sole owner of and may freely assign all results and proceeds of such film, tape, photography, recordings and my appearances thereon.

In the event I perform any original music in connection with the casting process or during the Live Shows, including musical arrangements, titles, lyrics, music and all other elements of such songs ("Music") or submit any original photographs ("Photos"), or original audio and/or video recordings ("Recordings") to Producer, I hereby represent and warrant that I own, control or have obtained all rights, (including, without limitation, all copyrights) in and to any and all such Music, Photos and Recordings, and I hereby grant to Producer, without charge, the rights necessary to use such Music, Photos and Recordings on and in connection with the Competition and the rights required to exploit the Competition and the ancillary rights therein as described anywhere in this Personal Release (including, without limitation, in advertisements, promotions and publicity), in any and all media now known or hereafter devised, or for any purpose, throughout the universe in perpetuity. I hereby represent and warrant that I have obtained all of the rights, clearances, and releases necessary for Producer to exploit said Music, Photos, and Recording in connection herewith. I understand that all submissions of Music, Photos, Recordings, or other materials become property of Producer and will not be returned to me.

I agree to follow all of Producer's rules, directions and instructions in all matters relating to the Competition. which rules are subject to change at Producer's sole discretion. I will accept any and all decisions of Producer on all matters. including, without limitation, discretionary matters (including, but not limited to, the interview and audition process and contestant selection) as final and not subject to challenge, and acknowledge that the interests of the Competition shall override those of my participation, as a Participant. I agree that my selection to audition is within Producer's sole discretion and that Producer is not obligated to grant me an audition, regardless of my place in the audition line. In the event, I am granted an audition, I agree that my selection as a contestant for the Competition is within Producer's sole discretion and that Producer is not obligated to select me. I acknowledge that Producer reserves the right, exercisable at any time in its sole discretion, to

disqualify me from the Competition should I at any stage supply untruthful, inaccurate or misleading personal information, fail to abide by the rules or regulations of the Competition, or for any other reason or for no reason at all, in Producer's sole discretion. If I am selected to advance beyond this initial audition, I agree that Producer is not obligated to have me appear on, or to telecast my appearance in, the Competition and may disqualify me at any time and for any reason or no reason, in its sole discretion. I understand and agree that if my appearance, name, likeness, voice, singing voice, conversation, sounds, biographical data, Music, Photos, and/or Recordings are used in connection with the Competition, I may be asked, in consideration of Producer possibly including me as a participant in the Competition, at Producer's election, to enter into the following agreements with Producer, its licensees, successors and assigns:

(a) an agreement for my exclusive recording and/or songwriting services ("Recording Contract");

(b) an agreement for my exclusive television performance services ("Television Contract");

(c) an agreement for the management of my career in the entertainment industry ("Management Contract");

(d) an agreement to consult for me and give me professional guidance with respect to my career in the entertainment industry ("Consultant Contract");

(e) an agreement for my singing or rapping performance ("Touring Contract" and/or "Concert Contract"); and

(f) an agreement for the use of my name, voice, likeness, signature, biography, and other indicia of my identity in connection audiovisual recordings ("Home Video Contract"). I understand that I may be asked to represent and warrant that I am not a party to any contract including, but not limited to, a contract for management and/or talent agent representation, a music recording contract (either alone or as a member of a group), an acting contract, a modeling contract, a songwriting contract, a sponsorship contract, a merchandising agreement, or any other arrangement which prevents me, or might prevent me, from entering into the contracts such as the one described in this Paragraph, even though Producer recognizes that I may currently be a party to such contracts. I understand that I may be required by Producer to fill out, sign and agree to other contracts, releases, or agreements during the course of my participation in the Competition.

I hereby release, discharge, hold harmless, and will indemnify Producer, their Community Partners, its parent, assignees, licensees, agents, and affiliates, all television broadcasting stations, sponsors, advertising agencies, and any and all others connected with the Competition, and each of their related parent companies, subsidiaries and/or affiliated companies, and officers, directors, employees, agents and representatives of each of the foregoing (collectively, the "Released Parties") from any and all liability or claims arising out of or in any way resulting from my participation in the Competition or in any aspect or phase thereof (including, without limitation, the interview and audition process), the use or reuse of my appearance, name, voice, singing voice, likeness, signature, biographical information, Music, Photos, and/or Recordings, or the breach or alleged breach of any provision hereof and I agree not to make any claim against Producer or the Released Parties as a result of my participation or no participation in the Competition or in any aspect or phase thereof (including, without limitation, the interview and audition process) and in connection with any use or reuse of my appearance, name, voice, singing voice, likeness, biographical information, Music, Photos, and /or recordings (including, without limitation, any claim based upon defamation or invasion of privacy and/or publicity). I hereby represent and warrant that I have the right and authority to grant the rights granted to Producer hereunder, that any original Music, Photos, and Recordings that I submit to Producer are my original works of authorship and that I am the sole owner of such Music, Photos, and Recordings. I recognize that Producer is relying on my representations herein and that a breach by me hereunder would cause Producer irrevocable 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 injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of any provision of this Agreement by me (including, without limitation, the provisions regarding confidentiality and publicity set forth below). In addition, I agree to indemnify Producer and the Released Parties and to hold

each of them harmless from any and all liability claim, action, damage, expense and loss of any kind including without limitation attorney's fees caused from or by or arising out of Producer's use of the Music, Photos, and Recordings and arising out of any breach or alleged breach of any provisions hereof or any statement, action or failure to act by me during or in connection with my participation in the Competition, its interview or audition process or otherwise. Furthermore, I understand that in connection with the Program or in any aspect or phase thereof (including without limitation, the interview and audition process), I and others may reveal or relate information of a personal, private, or surprising, defamatory, disparaging, embarrassing or unfavorable nature, that my actions and the actions of others appearing in the Competition may be embarrassing or of an otherwise unfavorable nature that may be factual or fictional. I further understand that my appearance, depiction, and portrayal in connection with the Competition or in any aspect or phase thereof (including without limitation the interview and audition process), may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature. may expose me to public ridicule, condemnation, and may portray me in a false light, the consents, authorizations, assumptions of risk and releases set forth in this Agreement expressly apply to all such potential harms. Without in any way limiting the foregoing, in no even shall I have any right to seek an injunctive or other equitable relief again any of the Released Parties.

I acknowledge that there is a possibility that after my execution of this Agreement, I 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 at that lime, may have materially affected my decision to execute this Personal Release. I acknowledge and agree that by reason of this Personal Release, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. I completely under and agree that this Personal Release shall constitute a full release in accordance with its terms. I knowingly and voluntarily waive any Florida rights otherwise, as well as any other statute, law or rule of similar effect.

I affirm that neither I nor anyone acting for me gave or agreed to give anything of value to any member of the production staff. anyone associated in any manner with Producer, or any representative of any Community Partners, television network or station for Producers undertakings hereunder. I understand that Producer's policy prohibits such payments, and I further understand that it is a federal offense, unless disclosed to Producer prior to the program, for any such arrangement or my acceptance or agreement to accept anything of value to promote any product, service or venture on the air. I am also aware that it is a federal offense to use any prepared material containing such a promotion where I know the writer received consideration for it and failed to disclose this to Producer prior to the performance. I also understand that Producer's policy prohibits payments for arranging personal appearances and that failure to disclose to Producer any such arrangement constitutes a federal crime. I shall notify Producer immediately if any person attempts to induce me to violate the foregoing or to do anything dishonest.

I represent and warrant that I am at least 18 years of age and that I have the full, complete and unrestricted right and authority to enter into this Agreement; or if I am under 18 years old I understand that my parent or legal guardian must also sign this Personal Release where indicated below. I am not a candidate for public office and I agree that my appearance in the Competition, if any, shall not be deemed to be a performance and is not employment under any collective bargaining agreement or performing arts guild (including but not limited to AFTRA and SAG) and does not entitle me to wages, salary, residuals, corporate benefits or any other compensation under any such collective bargaining agreement or otherwise.

I agree not to disclose or discuss events related to the Competition, my involvement with the Competition, or any information regarding the Competition or anything else that I have learned in connection with my participation, or authorize any third party to do the same, without the prior written approval of Producer, which approval they may grant or withhold in their sole discretion; provided,

however, that with respect to matters in the public domain, disclosure of such matters professional advisors and disclosure of such matters required by law are hereby excluded from such confidentiality obligations set forth hereunder. I shall not directly or indirectly issue or permit the issuance of any publicity whatsoever with respect to the Competition or my appearance in connection therewith without the prior written approval of Producer, which approval they may grant or withhold in their sole discretion. I recognize that proof of damages suffered by Producer, in the event that I breach any of these provisions regarding confidentiality and publicity will be costly, difficult, or inconvenient. Accordingly, in addition to Producer being entitled to obtain injunctive relief in the event of my breach, I agree to pay Producer the sum of all damages for each breach, in the event I breach any of the provisions of this Agreement regarding confidentiality or publicity. Notwithstanding anything contained herein, I hereby acknowledge that Producer shall not prevent me from performing, discussing, and/or publicizing my act separate (but without mentioning or referring in any way to the Program or my involvement with the Program) until I execute the Recording, Television, Management, or Home Video Contract Contracts in the event I actually execute such contracts.

I hereby authorize Producer and any person or entity designated by Producer to investigate, access, and collect information about me and about any of the statements made by me in my application, this Agreement, or any other written or oral statements I make in connection with the audition process and/or my participation on the Program. I hereby authorize Producer and any person or entity designated by Producer to conduct background, examinations, if required by Producer. I further authorize the individuals conducting investigations or examinations of me to disclose to Producer and their licensees, successors, assigns, and representatives all information in connection therewith, and authorize Producer to utilize such information in selecting participants for the Program. I also unconditionally and irrevocably release and forever discharge Producer, the persons or entities designated by Producer, and all such parties and persons from any liabilities arising out of or in connection with such investigation or examination.

IF ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH OF ANY TERM HEREOF, CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS, THE PARTIES AGREE TO ENDEAVOR FIRST TO SETTLE THE CONTROVERSY OR CLAIM BY MEDIATION IN BROWARD COUNTY FOLLOWING 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 BROWARD, FLORIDA, AND ADMINISTERED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES AND THE ARBITRATOR SHALL BE AN EXPERIENCED AND LICENSED TO PRACTICE LAW IN FLORIDA. I ACKNOWLEDGE THAT IN NO EVENT WILL I BE ENTITLED TO SEEK INJUNCTIVE RELIEF OF ANY KIND IN CONNECTION WITH THIS PERSONAL RELEASE OR OTHERWISE IN CONNECTION WITH MY PARTICIPATION IN THE PROCESS OR THE PROGRAM, OR AGAINST ANY OF THE RELEASED PARTIES.

As used herein, "Producer" shall include Producer, its licensees, successors and assigns, and each of their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, licensees and assigns. I agree that Producer may license, assign, and otherwise transfer this Agreement and all rights granted by me under this Agreement to any person or entity.

This Agreement shall be interpreted under the laws the State of Florida, in Broward County, without regard to the conflicts of law provisions thereof. This is the complete and binding agreement between Producer and me, and it supersedes all prior understandings and/or communications both oral and written, with respect to its subject matter. The illegality, invalidity, or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any of the remainder of this Agreement, which shall be enforced to the maximum extent permitted by law. This

Agreement cannot be terminated, rescinded, or amended, except by a written agreement signed by both Producer and me. Producer reserves the right to remove me from the Competition at any stage if I fail to comply with the terms and conditions of this Release.

**PLEASE READ THIS AGREEMENT CAREFULLY. YOU ARE GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, YOUR RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT.**

AGREED AND ACCEPTED:

\_\_\_\_\_  
TEEN SENSATION LIVE  
REPRESENTATIVE

\_\_\_\_\_  
CONTESTANT/PARENT/GUARDIAN  
(or Authorized Signature if minor)

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME (OR PRINT AS  
PARENT OR NEXT FRIEND)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RELATIONSHIP TO MINOR  
IF THE ABOVE INDIVIDUAL IS  
UNDER THE AGE OF 18 YEARS  
A PARENT OR LEGAL GUARDIAN  
MUST ALSO SIGN BELOW

\_\_\_\_\_  
EMAIL

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

I hereby warrant that I am the parent and/or legal guardian of the individual who signed the foregoing Participant Consent & Release, that I am at least 18 years of age, that I have caused said individual to execute said Participant Consent & Release, that I will not instruct, authorize or permit said individual to disaffirm the foregoing Participant Consent & Release. and that I will indemnify and hold harmless Producer and the Released Parties from and against any and all claims, liabilities and expenses with respect to said Participant Consent & Release, and that, knowing of Producer's reliance hereon, I agree to cause said person to adhere to all of the provisions of said Participant Consent & Release. In addition, in consideration for my possible participation in the Program, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Personal Release (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation or the participation or my child/ward in the Program and the audition process, if any (including but not limited to the taping of my appearance or the appearance of my child/ward in connection with the Program and the audition process and the use of my or my child's/ward's name, voice, likeness, etc.).

AGREED AND ACCEPTED:

\_\_\_\_\_  
TEEN SENSATION LIVE  
REPRESENTATIVE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PARENT/GUARDIAN

\_\_\_\_\_  
PRINT AS PARENT OR NEXT  
FRIEND

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RELATIONSHIP TO MINOR

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
E-MAIL

**IF THE ABOVE PARENT/LEGAL GUARDIAN WILL NOT BE PRESENT AT AUDITION, THE PARENT/LEGAL GUARDIAN SHOULD ALSO SIGN BELOW**

I hereby authorize or permit \_\_\_\_\_ ("Individual Accompanying Minor") to accompany my minor child/ward to participate in the auditions, interviews and/or Live Shows. I hereby release Producer and each of their respective parent, affiliated and subsidiary companies, from and against any and all claims, liabilities and expenses related to or connected with any such person accompanying my minor child/ward to the auditions, interviews, and/or Live Shows.

\_\_\_\_\_  
SIGNATURE OF PARENT/LEGAL GUARDIAN

\_\_\_\_\_  
DATE

**INDIVIDUAL ACCOMPANYING MINOR (NOT PARENT OR GUARDIAN) MUST ALSO SIGN BELOW**

I represent and warrant that I am the Individual Accompanying Minor designated by the minor's parent/guardian above. I have agreed to be responsible for the safety, health, and welfare of the minor during the audition process. In addition, for good and valuable consideration, the receipt and sufficiency which is acknowledged herein, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Contestant Information Sheet (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my possible or actual participation in the Program, if any (including but not limited to the taping of my appearance in connection with the Competition and the use of my name, voice, likeness, etc.).

\_\_\_\_\_  
TEEN SENSATION LIVE REPRESENTATIVE

\_\_\_\_\_  
INDIVIDUAL ACCOMPANYING MINOR

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME  
(or PRINT NAME AS PARENT & NEXT FRIEND)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

