

# **FAST TRACK TO FAME**

As used herein, “**Producer**” shall include FiveBinks, Inc., its licensees, successors and assigns (including, without limitation, Stars Avenue Productions, Inc. and Speed Channel, Inc. d/b/a SPEED [“**SPEED**”]), and each of their respective subsidiaries, and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, licensees and assigns. “**Program**” refers to the television program tentatively entitled “FAST TRACK TO FAME”.

## **ELIGIBILITY**

Please carefully read the Minimum Eligibility Requirements and Contestant Selection provisions included in Part III of the attached Audition Application which includes, but is not limited to, the following:

- You must be **18** years of age or older and a citizen or a legal permanent resident of the United States.
- You will need to be available for as many full days as required by Producer for the production of the Program, as well as any promotional appearances required by Producer, and be willing, able and available to travel to, and remain at, one or more locations designated by Producer for such periods of time as Producer may determine in Producer’s sole and absolute discretion. You shall be solely responsible for all travel and expenses related to your participation in the audition process and, if applicable, the initial episode of the Program in which you participate/appear. Thereafter, should Producer require you to travel to a distant location more than 75 miles outside of your principal place of residence, Producer shall provide you with or reimburse you for (at its sole and absolute discretion) reasonable travel and expenses within Producer’s then customary policies and parameters for the Program.

## **OTHER INFORMATION**

**Photo ID:** Everyone attending the audition (including contestants and guests) must present a Government-issued photo ID (e.g., driver’s license, passport) in order to attend the audition.

**Animal Acts (additional paperwork required):** All acts with animals must arrive to the auditions with additional paperwork, including a proper Animal Questionnaire and immunization papers, or Producer may refuse an audition.

**In addition, if you are selected to continue in the audition process, you agree to keep Producer informed of any offers you receive to participate in television programs until you are notified if you have been selected to participate as a contestant for the Program; and if selected you will enter into the required documents as further outlined below.**

**PRODUCER RESERVES THE RIGHT TO REFUSE AN AUDITION TO ANY INDIVIDUAL OR GROUP FOR ANY REASON AT ALL, AT THE SOLE DISCRETION OF PRODUCER**

Applicant # \_\_\_\_\_

# **FAST TRACK TO FAME**

## **Audition Application**

**Thank you for applying to be a contestant in the television program tentatively entitled “FAST TRACK TO FAME” (“Program”). Please read the following questions carefully and answer them as fully and accurately as you can. The information you provide may be checked with other sources, including governmental organizations. You understand any names of individuals, employers or references provided by you in connection with this Audition Application may be contacted to verify the information provided and those individuals may be requested to give an opinion regarding your character. Producer reserves the right, exercisable at any time in its sole and absolute discretion, to disqualify you from the competition or the audition process should you at any stage supply untruthful, inaccurate, misleading or incomplete information or for any other reason whatsoever in its sole and absolute discretion. Good luck!**

As used herein, “**Producer**” shall include FiveBinks, Inc., its licensees, successors and assigns (including, without limitation, Stars Avenue Productions, Inc. and Speed Channel, Inc. d/b/a SPEED [“**SPEED**”]), and each of their respective subsidiaries, and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, licensees and assigns.

### **Instructions:**

1. Please fill out the application legibly.
2. Use dark colored ink.
3. Answer all questions honestly and to the best of your ability.
4. Please write only on the printed side of the paper, but feel free to attach additional sheets if necessary.
5. **Individual Acts:** Complete Parts I-III of this Audition Application and the attached Consent and Release.
6. **Groups Acts:** (a) The main contact person for the group should complete Part I of this Audition Application, and (b) each member of the group (including the main contact person) should complete Parts II and III of this Audition Application and the attached Consent and Release (make additional copies of the documents as necessary).

### **PART I: ACT INFORMATION**

Stage Name or Group Name (if applicable): \_\_\_\_\_

Please Briefly Describe Your Act: \_\_\_\_\_

Main Contact Information:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Current Address: \_\_\_\_\_

Age/Date of Birth: \_\_\_\_\_

Gender:  Male  Female

Talent Category (Check All that Apply):

- Singer(s)    Musician(s)    Dancer(s)    Magician(s)    Animal Act    Juggler(s)    Acrobat(s)  
 Comedian(s)    Other (please explain \_\_\_\_\_)

Audition City: \_\_\_\_\_ # of People in Your Act: \_\_\_\_\_

Where are you centrally located?: \_\_\_\_\_

If performing live music, list the title & composer/artist of each song you intend to perform: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If you are performing to recorded music, list the title & composer/artist and recording label of each recording: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**IF A GROUP, PLEASE LIST ALL MEMBERS OF THE GROUP**

**(including the main contact if also a member; groups of more than 6 are ineligible)**

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ DOB: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ DOB: \_\_\_\_\_

3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ DOB: \_\_\_\_\_

4. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ DOB: \_\_\_\_\_

5. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ DOB: \_\_\_\_\_

6. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ DOB: \_\_\_\_\_

**PART II: PERSONAL INFORMATION**

**MUST BE COMPLETED BY EACH MEMBER OF THE ACT**  
**(copy and attach additional copies as necessary)**

**NAME & CONTACT INFORMATION**

Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Preferred Name: \_\_\_\_\_ Stage Name (if any): \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Current Address: \_\_\_\_\_

**BACKGROUND INFORMATION**

How did you hear about the casting?: \_\_\_\_\_

Have you ever auditioned for "Fast Track to Fame" before?  Yes  No

If Yes, in which city?: \_\_\_\_\_

Age/Date of Birth: \_\_\_\_\_ Gender:  Male  Female

Place of Birth: \_\_\_\_\_

Are you a  U.S. Citizen  Naturalized Citizen  Legal Permanent Resident  Other (you are ineligible)

If you are a Naturalized Citizen, list Naturalization Certificate number and provide a copy of your Naturalization

Certificate or your U.S. passport: \_\_\_\_\_

If you have a Green Card, list the number and provide a copy: \_\_\_\_\_

Please check those that apply:  Married  Divorced  Boyfriend/Girlfriend  Single  Engaged If currently married, please list your spouse's full name: \_\_\_\_\_

Do you have any children (including adopted or stepchildren)?  Yes  No If Yes, list below:

Name	Age	Does the Child Live with You?
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

Name	Age	Does the Child Live with You?
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

Highest Level of School Completed: \_\_\_\_\_ Occupation: \_\_\_\_\_

**NOTE: We ask you to provide information about any representation for information purposes only. In the interest of fairness, Producer is dealing directly with you and your act and Producer shall have no obligation to negotiate with or make payments (e.g., commissions or share of prizes) to any third party representatives.**

Agent's Name & Phone Number (if any): \_\_\_\_\_

Manager's Name & Phone Number (if any): \_\_\_\_\_

If you are a full-time entertainer, list your last occupation unrelated to your talent: \_\_\_\_\_

Are you a member of any guilds or unions?    Yes    No   If Yes, list: \_\_\_\_\_

Have you ever served or are you currently serving in any of the U.S. Armed Forces, National Guard, military reserves or in the military service of another nation?    Yes    No   If Yes, please provide the branch and dates of service.

**Branch**

**Dates (From/To)**

\_\_\_\_\_  
 \_\_\_\_\_

List your last three (3) residences, beginning with your most current address:

**Address 1:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Residence Dates: From \_\_\_\_\_ To Present \_\_\_\_\_

Do you own this residence?    Yes    No   If Yes, list the names of all owners below:

\_\_\_\_\_

**Address 2:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Residence Dates: From \_\_\_\_\_ To \_\_\_\_\_

Do you own this residence?    Yes    No   If Yes, list the names of all owners below:

\_\_\_\_\_

**Address 3:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Residence Dates: From \_\_\_\_\_ To \_\_\_\_\_

Do you own this residence?    Yes    No   If Yes, list the names of all owners below:

Have you ever been convicted of a misdemeanor and/or felony within the past seven (7) years?:

Yes  No If Yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has a legal claim ever been made against you or a group of which you are a part of relating to your act or performances (e.g., for using copyrighted material without permission)?:

Yes  No If Yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever done or been involved in anything that would reflect negatively on you or on the Program, the Program producers and/or the television network and stations that broadcast the Program if you are chosen to participate in the Program?  
 Yes  No If Yes, please explain in detail, including, without limitation, date(s), place(s), person(s) involved and their relationship to you, context, setting, publicity (if any) and the exact nature of the incident(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is there anyone among your family, friends, or work colleagues that would object to your appearing on television?

Yes  No If Yes, please identify all such persons, including your relationship with them and the reason they would object.

\_\_\_\_\_  
\_\_\_\_\_

Please list below anyone you know or have known who is now, or has been in the past two (2) years, an officer, employee, agent or representative of:

- a. FiveBinks, Inc. or any of its parent, subsidiary or affiliated companies;
- b. News America, Inc. or any of its subsidiary or affiliated companies (including, without limitation, Twentieth Century Fox Film Corporation, Fox Entertainment Group, Inc., Stars Avenue Productions, Inc., and SPEED);
- c. Any person or entity involved in the development, production or distribution or other exploitation of the Program (i.e., the television program currently entitled "FAST TRACK TO FAME") or any variation thereof;
- d. Any sponsor of the Program or its advertising agency; or
- e. Any person or entity supplying services or prizes to the Program.

\_\_\_\_\_

List all of the TV contest, game or reality shows for which you have applied to be a contestant in the last two (2) years and whether or not you are still under consideration (if none, please state "none"):

Program Name	Still Under Consideration?
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please describe any television appearances that you've participated in as an individual or as part of a group for the last ten (10) years with respect to televised talent competitions and the last five (5) years with respect to all other televised programming (if none, please state "none"):

Program Name & Nature of Appearance	Air Date (or, if not aired, tape date)	Amount Won (if applicable)

Have you ever had a recording, songwriting or agency/management contract?  Yes  No If Yes, please list below  
**(NOTE: YOU MAY BE REQUIRED TO PROVIDE COPIES OF SUCH CONTRACTS AT ANY TIME UPON REQUEST):**

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Have you ever performed on any musical sound recording?  Yes  No If Yes, please explain:

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Have you ever been employed or “appeared” as an actor/actress?  Yes  No If Yes, please list below those movies/commercials/theatrical or other stage performances. If your performance included nude or partially-nude scenes, please check where requested.

\_\_\_\_\_  Nude  Partially Nude  
 \_\_\_\_\_  Nude  Partially Nude  
 \_\_\_\_\_  Nude  Partially Nude

Have you ever been employed or “appeared” as a model/spokesperson for any products or entities?  Yes  No If Yes, please list the products and entities and those commercials/publications or other media where you have appeared. If your modeling included nude or partially-nude poses, please check where requested.

\_\_\_\_\_  Nude  Partially Nude  
 \_\_\_\_\_  Nude  Partially Nude  
 \_\_\_\_\_  Nude  Partially Nude

Have you ever been employed or “appeared” in any pornographic movies, including “soft” porn and *Playboy*©-style videos?  Yes  No If Yes, please list the movies below, including the year they were produced/released.

Title	Year Produced/Released
_____	_____
_____	_____

Have any risqué, partially nude, nude or pornographic photographs of you ever appeared on the Internet?  Yes  No If Yes, please explain below and list all web site addresses:

\_\_\_\_\_  
 \_\_\_\_\_

Please list any websites (including social networking sites – e.g., MySpace, Facebook, Friendster) that you control or that your act may be seen on:

Address of web site page(s): \_\_\_\_\_  Public  Private  
 Address of web site page(s): \_\_\_\_\_  Public  Private  
 Address of web site page(s): \_\_\_\_\_  Public  Private  
 Address of web site page(s): \_\_\_\_\_  Public  Private

## **PART III: MINIMUM ELIGIBILITY REQUIREMENTS AND CONTESTANT SELECTION**

### **MINIMUM ELIGIBILITY REQUIREMENTS**

1. Each contestant must be **18** years of age or older and a citizen or legal permanent resident of the 50 United States and/or Washington D.C.
2. You must not be a candidate for public office and must agree not to become one until after one (1) year after the initial broadcast of the programs in which you appear, if selected as a participant.
3. Neither you nor any member of your immediate family or anyone living in your household may be or have been within the last two (2) years employees, officers, directors or agents of any of the following:
  - a. FiveBinks, Inc. or any of its parent, subsidiary or affiliated companies;
  - b. News America, Inc. or any of its subsidiary or affiliated companies (including, without limitation, Twentieth Century Fox Film Corporation, Fox Entertainment Group, Inc., Stars Avenue Productions, Inc., and SPEED);
  - c. Any person or entity involved in the development, production or distribution or other exploitation of the Program or any variation thereof;
  - d. Any sponsor of the Program or its advertising agency; or
  - e. Any person or entity supplying services or prizes to the Program.

In addition, Producer reserves the right, but are not obligated, to disqualify or render ineligible any person who Producer determines, in its sole and absolute discretion, is sufficiently connected with the production, administration, casting, judging or distribution of the Program such that his or her participation in the Program could create the appearance of impropriety. Such decisions shall be final and are not subject to challenge or appeal.

4. Contestants will need to be available for as many full days as required by Producer for the production of the Program, as well as any promotional appearances required by Producer, and be willing, able and available to travel to, and remain at, one or more locations designated by Producer for such periods of time as Producer may determine in Producer's sole and absolute discretion. Contestants shall be solely responsible for all travel and expenses related to their participation in the audition process and, if applicable, the initial episode of the Program in which they participate/appear. Thereafter, should Producer require Contestants to travel to a distant location more than 75 miles outside of their principal place of residence, Producer shall provide Contestants with or reimburse Contestants for (at its sole and absolute discretion) reasonable travel and expenses within Producer's then customary policies and parameters for the Program.

### **CONTESTANT SELECTION**

1. Applicants applying to be contestants must complete and sign the "FAST TRACK TO FAME" Audition Application and attend one (1) or more audition/interview sessions. Producer, in its sole and absolute discretion, will determine who among the people interviewed will be placed into the pool of eligible potential contestants ("**Audition Player Pool**"). Producer, in its sole and absolute discretion, shall select people from the Audition Player Pool to participate in episodes of the Program (each, a "**Participant**").
2. Selection of the Audition Player Pool and Participants shall be made by Producer based on such criteria as Producer shall determine in its sole and absolute discretion, which may be subjective. Producer is not obligated to select anyone, even if someone meets all eligibility requirements and all criteria for selection. Producer's decisions regarding the selection of the Audition Player Pool and Participants are final and not subject to challenge or appeal. Producer is not obligated to have any Participant appear on the Program and Producer shall have the right at all times and in its sole and absolute discretion to remove or replace any Participant for any reason or no reason. Even if a Participant participates in the Program or any part thereof, Producer is not obligated to broadcast or otherwise use or exploit the Program, Participant's participation therein or any part thereof.
3. All Participants must sign and return waivers and release agreements required by Producer.
4. All Participants must be willing to submit medical information to the production and submit to a medical examination, psychological examination and background check if and to the extent required by Producer.

5. Any applicant who refuses to sign any of the releases or authorizations requested by Producer, or submit to the examinations and/or background checks required by Producer, shall be ineligible to participate on the Program and/or is subject to disqualification from the Program.

I agree that Producer may license, assign and otherwise transfer this Audition Application and all rights granted by me under this Audition Application to any person or entity.

**I understand that Producer reserves the right to refuse an audition to any individual or group, in its sole and absolute discretion, for any reason or no reason.**

**I have read, understand and agree to be bound by all of the terms and conditions of this Audition Application.**

I have signed this Audition Application on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_

Name (please print or type): \_\_\_\_\_

**Thank you for your time and effort in completing the form. Please complete the attached Consent and Release as part of this Audition Application.**

**Don't forget to attach a photocopy of your Government-issued photo ID (e.g., driver's license, passport). Good Luck!**

**CONSENT AND RELEASE**

**“Fast Track to Fame”**

**DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THE FOLLOWING**

I UNDERSTAND THAT THIS IS AN IMPORTANT LEGAL DOCUMENT RELATING TO MY AUDITION AND POSSIBLE PARTICIPATION IN THE TELEVISION SERIES TENTATIVELY ENTITLED “FAST TRACK TO FAME.” BY SIGNING THIS DOCUMENT I AM AGREEING TO THE TERMS SET FORTH IN THIS CONSENT AND RELEASE, OBLIGATING MYSELF TO ENTER INTO ADDITIONAL BINDING LEGAL AGREEMENTS AND WAIVING LEGAL RIGHTS I MAY HAVE AGAINST FIVEBINKS, INC., SPEED CHANNEL, INC. D/B/A SPEED AND STARS AVENUE PRODUCTIONS, INC. AND THEIR AFFILIATES, PARENTS, SUBSIDIARIES AND RELATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES, SUCCESSORS, LICENSEES, ASSIGNS, SPONSORS OF THE SERIES AND OTHERS.

INITIAL HERE \_\_\_\_\_

I FURTHER UNDERSTAND THAT ALL OF THE FOREGOING ENTITIES ARE ACTING IN RELIANCE UPON MY AGREEING TO BE BOUND AND TO FULLY COMPLY WITH THE TERMS HEREOF IN CONSIDERING ME AS A POSSIBLE CONTESTANT IN SUCH TELEVISION SERIES.

INITIAL HERE \_\_\_\_\_

I REPRESENT AND WARRANT THAT I AM NOT ACTING IN RELIANCE UPON THE ADVICE OR ANY STATEMENT OF ANY OF FIVEBINKS, INC., SPEED CHANNEL, INC D/B/A SPEED AND STARS AVENUE PRODUCTIONS, INC. AND THEIR AFFILIATES, PARENTS, SUBSIDIARIES AND RELATED COMPANIES AND EACH THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS, LICENSEES, ASSIGNS OR SPONSORS OF THE SERIES, AND I HAVE EXECUTED THIS CONSENT AND RELEASE INDEPENDENTLY OF ANY SUCH ADVICE OR STATEMENTS AND OF MY OWN FREE WILL.

INITIAL HERE \_\_\_\_\_

As used herein, “**Producer**” shall include FiveBinks, Inc., its licensees, successors and assigns (including, without limitation, Stars Avenue Productions, Inc. and Speed Channel, Inc. d/b/a SPEED [“**SPEED**”]), and each of their respective subsidiaries, affiliates or related companies, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, licensees and assigns.

This Consent and Release is entered into by me as part of my Audition Application for the television program tentatively entitled “FAST TRACK TO FAME” (“**Program**”). If I am applying to the Program as part of a group act I acknowledge that all obligations of the group are joint and several such that: all references to my Audition Application will also refer to the Audition Application(s) for the group; all references to information or materials owned and/or provided by me shall also refer to any information or materials owned and/or supplied by the group or any member thereof; all references to statements made by me or on my behalf will also refer to any statements made by or on behalf of the group or any member thereof; all references to agreements entered into by me shall also refer to agreements entered into by the group; any breach by the group or any member thereof may be considered a breach by me (and vice versa); and Producer may exercise any of its rights and remedies hereunder (including, without limitation, with respect to any breach) with respect to individual member(s) of the group or the group as a whole.

In full and complete consideration of Producer possibly including me as a participant in episode(s) of the Program including the interview, audition and elimination processes thereof, and without any further consideration due from Producer or any third party to me or any third party, and with the understanding that Producer, in its sole and absolute discretion, may choose whether or not to air or include me in the Program, I hereby agree as follows:

I hereby grant to Producer, without charge or other compensation, the irrevocable 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, exploit and otherwise use and reuse, in whole or in part, (a) my appearances, name, sobriquet, photograph, likeness, voice, singing voice, actions, conversations, sounds, signature, biographical data and any information contained in or as part of my audition or otherwise provided by me to Producer (collectively, “**Likeness**”) and (b) any materials (including, without limitation, any original music, scripted materials, video recordings and/or sound recordings), and any and every element thereof, contained in my Audition Application, supplied by me and used by me in connection with my audition or otherwise provided by me to Producer (“**Materials**”), in and in connection with and ancillary to the Program or otherwise in any and all media, whether now known or hereafter devised including, without limitation, in the Program, motion pictures, television, on the Internet, in publishing and recordings, and in and in connection with the advertising, sale, promotion, marketing, merchandising (including slot machine), distribution,

publicizing and all other types of exploitation thereof, or in any other manner whatsoever in Producer's sole and absolute discretion, or to refrain therefrom. Producer shall also have the unrestricted right to edit, alter and/or modify the content and text of any recordings of the casting process and any Materials, as well as the Program and all film, tape, photography, recordings and my appearances thereon, in any manner or form, regardless of whether or not I am recognizable. I further agree that Producer exclusively owns all right, title and interest (including, without limitation, all copyrights) in and to any recordings of the casting process and any Materials as embodied in such recordings and/or in the Program or otherwise included as part of my audition or participation in the Program, as well as the Program and all film, tape, photography, recordings and my appearances thereon, including, without limitation, the right to edit, alter or modify same and to use all or part of thereof in any and all media now known or hereafter devised throughout the universe, in perpetuity without any additional compensation or other consideration to me or any third party. I represent and warrant that the Materials are original with me, or to the extent that they contain any material created by any person or entity other than me, I have obtained a valid, irrevocable, written license from that person or entity to use such third party material in the Materials and to grant the rights granted hereunder in connection therewith. I further represent that my submission of the Materials and all of the rights I have granted to Producer pursuant to the Audition Application and this Consent and Release, including Producer's use of the Materials in any manner contemplated hereunder, shall not violate any third party's personal or property rights of any kind or nature including, without limitation, their copyrights, trademark rights, rights of privacy or publicity or any other rights at all. I represent and warrant that the Materials (specifically including, without limitation, any videotaped material) will be free from any pornographic or graphically violent material, will contain no nudity, and will not contain any content that is contrary to law or which places any of the participants appearing on or off camera at serious risk or harm. I understand that all submissions of Materials become the property of Producer and will not be returned to me. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I release Producer from any and all liability arising out of their recording and/or use of my Likeness and/or the Materials. I agree not to make any claim against Producer as a result of the recording and/or use of my Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity). I understand that I will not be paid any money for giving Producer these rights, or for signing this Consent and Release, the sole consideration for which being Producer's consideration of me as a possible contestant, which I acknowledge is good, valuable and sufficient.

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, surprising, defamatory, disparaging, embarrassing or unfavorable nature, and that my actions and the actions of others appearing in the Program 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 Program or in any aspect or phase thereof (including, without limitation, the interview and audition process), and my actions and the actions and the actions of others in connection with the Program 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, humiliation or condemnation, and may portray me in a false light. The consents, authorizations, assumptions of risk and releases set forth in this Consent and Release expressly apply to all such potential harms. Without in any way limiting the foregoing, in no event shall I have any right to seek injunctive or other equitable relief against any of the Released Parties (as defined below) or to terminate or rescind any agreement between me and Producer or any of the other Released Parties or any of the rights I grant to Producer or any of the other Released Parties or to enjoin or restrain the development, production, distribution, advertising or other exploitation of the Program or any rights therein and I hereby waive the right to seek any equitable relief for any disputes arising from this Consent and Release, the rights herein granted, or with respect to Producer's obligations hereunder or otherwise related in any manner to the Program or this Consent and Release. I acknowledge and agree that the Released Parties shall have the right to (a) include any or all such information and any or all such appearances, depictions or portrayals in the Program as edited by the Released Parties in their sole and absolute discretion, and (b) to broadcast and otherwise exploit the Program containing any or all such information and any or all such appearances, depictions or portrayals in any manner whatsoever in any and all media, whether now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity.

WITHOUT LIMITING THE GENERALITY OF OTHER SIMILAR RELEASES, WAIVERS AND AGREEMENTS HEREIN CONTAINED, I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY AND ALL CLAIMS AGAINST THE RELEASED PARTIES OF INVASION OF MY PRIVACY AND/OR ANY OTHER VIOLATIONS OF ANY PRIVACY RIGHTS I MAY HAVE INCLUDING, WITHOUT LIMITATION, CLAIMS OF DEFAMATION, INVASION OF PRIVACY, DISCLOSURE OF PRIVATE FACTS, INTRUSION AND FALSE LIGHT CLAIMS, REGARDLESS OF WHETHER I AM RECORDED BY HIDDEN CAMERAS AND/OR MICROPHONES AND/OR AM AWARE THAT RECORDING OF MY ACTIONS AND CONVERSATIONS IS TAKING PLACE.

I acknowledge that I have read and agree to be bound by the terms of the Audition Application including, without limitation, the Minimum Eligibility Requirements and contestant selection provisions set forth therein. I agree to follow all of the Producer's rules, directions and instructions in all matters relating to the Program, which rules are subject to change at Producer's sole and absolute 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 or appeal, and acknowledge that the interest of the Program shall override those of any participant. I agree that my selection to audition is within the Producer's sole and absolute discretion and that Producer is not obligated to grant me an audition, regardless of my place in the audition line/process or otherwise. In the event that I am granted an audition, I agree that my selection as a contestant for the Program is within Producer's sole and absolute discretion and that Producer is not obligated to select me. I acknowledge that I have answered the questions set forth in the Audition Application honestly, completely and accurately, and I acknowledge that Producer reserves the right, exercisable at any time in its sole and absolute discretion, to disqualify me from the Program should I at any stage supply untruthful, inaccurate or misleading personal information, fail to abide by the rules or regulations of the Program or for any other reason or for no reason at all, in Producer's sole and absolute discretion. I recognize that proof of damages suffered by Producer in the event

that I breach any of these provisions regarding my obligation to supply truthful information will be costly, difficult and/or inconvenient. Accordingly, I agree to pay Producer the sum of Fifty Thousand Dollars (\$50,000) per breach as liquidated damages in the event I breach any of the provisions of this Consent and Release regarding my obligation to supply truthful and accurate information. I agree that Fifty Thousand Dollars (\$50,000) is a reasonable estimate of the amount of damages that Producer is likely to suffer in the event I breach any of those provisions regarding my obligation to supply truthful and accurate information, considering all of the circumstances existing as of the date of this Consent and Release. I agree that Producer is not obligated to have me appear on, or to telecast my appearance on, the Program and may disqualify me or otherwise eliminate me from the Program, at any time and for any reason or no reason, in its sole and absolute discretion.

I understand and agree that if I am selected to advance beyond the initial audition, and in consideration of Producer possibly including me as a participant in the Program, I will be required to enter into a Contestant Agreement and, at the Producer's sole election, to enter into the following agreements with Producer, their licensees, successors and assigns: (a) an agreement for my exclusive television performance services ("**Television Contract**"); and (b) an agreement for my live stage show, concert and/or theatrical performance services ("**Touring Contract**" and/or "**Concert Contract**"). I represent and warrant that I am not a party to any contract, written or oral, 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 contract or any other arrangement that prevents me, or might prevent me, from entering into this Consent and Release or the contracts 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 Program and I agree to do so immediately upon Producer's request.

I acknowledge that my audition or participation on the Program shall include my own act or performance, which I created or selected for the Program. I understand that since this is my own act that I am solely responsible for determining whether I am capable of performing the act in the Program; provided, however, Producer may, in its sole and absolute discretion, refuse to allow me to audition or participate in the Program if Producer believes that I am not capable of performing the act or for any other reason, in Producer's sole and absolute discretion. I agree that I will only perform with or to original music, recordings and/or other materials owned and controlled by me and included in the definition of Materials above or with or to music, recordings and/or other materials approved and/or assigned by Producer. Furthermore, I acknowledge that Producer may require me to alter my act in its sole and absolute discretion including, without limitation, requiring me to perform with or to music, recordings and/or materials that are assigned by Producer.

I hereby understand and agree that I hereby acknowledge that I fully assume the risk of any and all activities that I engage in with respect to the Program, the audition or in any manner related thereto or concerning this Consent and Release and I hereby waive and fully release any claims against Producer, its successors and assigns and their respective officers, directors, shareholders, employees, agents, contractors, and representatives, in any manner arising out of, related to or concerning any activities involving or in any way relating to the audition, the Program or otherwise related in any to this Consent and Release including, without limitation, those involving Producer's negligence.

I hereby release, discharge, and hold harmless Producer, all television broadcasting stations, sponsors, advertising agencies and any and all others connected with the Program, and each of their related parent companies, subsidiaries and/or affiliated companies, and the 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 Program or in any aspect or phase thereof (including, without limitation, the interview and audition process), the use or reuse of my Likeness and/or Materials, or the breach or alleged breach of any provision hereof and I agree not to make any claim against Producer or the other Released Parties as a result of my participation or non-participation in the Program 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 Likeness and/or Materials (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 Materials that I submit to Producer are my original works of authorship and that I am the sole owner of such Materials. I recognize that Producer is relying on my representations herein and that a breach by me hereunder would cause you 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 and the other Released Parties shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of any provision of this Consent and Release by me (including, without limitation, the provisions regarding confidentiality and publicity set forth below). In addition, I agree to indemnify Producer and the other 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 by or arising out of Producer's use of the Materials, and arising out of any breach or alleged breach of any provision hereof or any statement, action or failure to act by me during or in connection with my participation in the Program, its interview or audition process or otherwise.

I acknowledge that there is a possibility that after my execution of this Consent and Release, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time of this Consent and Release was executed and which, if known by me at that time, may have materially affected my decision to execute this Consent and Release. I acknowledge and agree that by reason of this Consent and Release, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. I 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 Consent and Release shall constitute a full release in accordance with its terms. I knowingly and voluntarily waive the provisions of Section 1542, 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 television network or station for Producer's undertaking 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 broadcast, 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 broadcast. 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 offense. I shall notify Producer immediately if any person attempts to induce me to violate the foregoing or to do anything dishonest.

I hereby represent and warrant that I do not currently have any outstanding warrants (e.g., traffic tickets, arrests or failure to appear), injunctions or restraining orders against me, nor have I been reported to any law enforcement agency as a missing person or a runaway. I have never been accused of, arrested for, or convicted of a felony offense.

I acknowledge and agree that if I am chosen to travel to one or more locations for the purpose of participating in the Program, I will be available to travel to, and to stay in, such locations for as long as Producer may determine in its sole and absolute discretion. I understand that any travel undertaken by me in connection with my participation in the Program, the audition process or otherwise related to the Program or the rights herein granted shall be taken at my sole risk.

I represent and warrant that I am at least **18** years of age, that I am a citizen or legal permanent resident of the United States, that I am a resident of one of the 50 United States or the District of Columbia, and that I have the full, complete and unrestricted right and authority to enter into this Consent and Release. I am not a candidate for public office and I agree that my appearance on the Program, 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 other compensation under any such collective bargaining agreement, performing arts guild or otherwise.

I agree not to disclose or discuss events related to the Program, my involvement with the Program or any information regarding the Program or anything else that I have learned in connection with my participation in the Program, 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 and absolute discretion; provided, however, that with respect to matters in the public domain, disclosure of such matters to 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 Program or my appearance in connection therewith without the prior written approval of Producer, which approval they may grant or withhold in their sole and absolute 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 and/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 One Million Dollars (\$1,000,000.00) per breach as liquidated damages in the event I breach any of the provisions of this Consent and Release regarding confidentiality or publicity. I agree that One Million Dollars (\$1,000,000.00) is a reasonable estimate of the amount of damages that Producer is likely to suffer in the event I breach any of those provisions regarding confidentiality or publicity, considering all of the circumstances existing as of the date of this Consent and Release.

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).

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 Audition Application, this Consent and Release, any supporting documents and any other document that I submit, have signed or do sign in connection with my application to be selected as a contestant in the Program, or any other written or oral statements I make in connection with the audition process and/or my participation on the Program (including, without limitation, with respect to my motor vehicle records, criminal records, civil records, military records and credit and/or consumer report(s)). I hereby unconditionally and irrevocably release and forever discharge all such parties and persons from any and all claims, actions, damages and liabilities arising out of or in connection with any such investigation. I hereby irrevocably authorize Producer and any person or entity designated by Producer to conduct psychological, background and/or physical 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, the other Released Parties and all such parties and persons from any liabilities arising out of or in connection with such investigation or examination.

I agree that Producer may license, assign and otherwise transfer this Consent and Release and all rights granted by me under this Consent and Release to any person or entity.

This Consent and Release shall be interpreted under the laws of the State of California 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 Consent and Release shall in no way affect the validity or enforceability of any of the remainder of this Consent and Release, which shall be enforced to the maximum extent permitted by law. This Consent and Release 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 Program at any stage if I fail to comply with the terms and conditions of this Consent and Release. Without limiting the foregoing sentence, if this Consent and Release is terminated or expires for any reason whatsoever such termination or expiration shall not affect the rights I have granted hereunder, and my representations and warranties shall survive any such expiration or termination. This Consent and Release constitutes the entire agreement concerning the subject matter hereof and may only be amended by a written instrument executed by Producer and me.

I hereby acknowledge that all remedies accorded herein or otherwise available to Producer or its successors, licensees or assigns shall be cumulative and no one such remedy shall be exclusive of any other. Without waiving any rights or remedies under this Consent and Release, or otherwise, Producer and/or its successors, licensees and assigns may from time to time recover, by action at law, any damages arising out of any breach of this Consent and Release me and may institute and maintain subsequent actions for additional damages which may arise from the same or other breaches. The commencement or maintaining of any such action or actions by Producer and/or its successors, licensees and assigns shall not constitute an election on their part to terminate this Consent and Release nor constitute or result in the termination of my services hereunder unless Producer and/or its successors, licensees and assigns shall expressly so elect by written notice to me. The pursuit by Producer and/or its successors, licensees and assigns of any remedy under this Consent and Release or otherwise shall not be deemed a waiver of any other or different remedy which may be available under this Consent and Release or otherwise, either at law or in equity.

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

**I represent and warrant that I have reviewed this Consent and Release before signing it. I have read, understand and agree to be bound by all of the terms and conditions of this Consent and Release:**

I have signed this Consent and Release on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SIGNATURE: \_\_\_\_\_

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

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE OF BIRTH\*: \_\_\_\_\_

\*For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.