

DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THE FOLLOWING:  
PERSONAL RELEASE

Marathon Productions, Inc.  
4000 West Alameda Ave., Third Floor  
Attn: Business/Legal Affairs Department

DATE: \_\_\_\_\_  
PRODUCER: \_\_\_\_\_ CITY: \_\_\_\_\_  
SCENE DESCRIPTION: \_\_\_\_\_  
PROGRAM: "AMERICA'S GOT TALENT" Season 7

Ladies and Gentlemen,

In full and complete consideration of Producer possibly including me in an episode(s) of the television series currently entitled "America's Got Talent" (the "Program"), and without any further consideration due from Producer or any third-party to me, and with the understanding that Producer, in Producer's sole discretion may choose whether or not to air or include me in the Program, I hereby agree as follows:

I grant to Producer and Producer's successors, licensees and assigns, the irrevocable right (but not the obligation) to film, tape and/or photograph, record, exhibit, edit and otherwise use my name, likeness, voice, conversation, sounds and biographical data on or in connection with the Program in any manner in Producer's sole election and sole discretion. I agree that Producer are the sole owner of all the results and proceeds of such film, tape and/or photography and recording and my appearance thereon, with the right for Producer and Producer's successors, assigns and licensees forever and throughout the universe, to use the same and any portion thereof of my name, voice, likeness and biographical material and editorial comments concerning me in any and all media, whether now known or hereafter devised, including, without limitation, motion pictures, television and publishing, and in connection with the advertising, sale, promotion, marketing, merchandising, distribution, publicizing and any and all other types of exploitation of the Program or any part thereof. Producer shall also have the unrestricted right to edit the content and text of the Program in any manner or form.

I recognize that Producer are 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 this agreement by me.

I hereby release, discharge and hold harmless Producer, Producer's parent, assignees, licensees, agents, and affiliates, partners, NBCUniversal Media, LLC, the NBCUniversal Television Group, Simco Limited trading as Syco Television and/or Syco Music, Syco Entertainment Inc, Sony Music Entertainment, 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, partners and the officers, directors, employees, agents and representatives of each of the foregoing (collectively, the "Released Parties"), of and from any and all claims, demands or causes of action that I may have, including without limitation, claims based upon defamation or invasion of privacy, or any other matter arising out of or in any manner connected with the use and exercise of the rights granted to Producer herein.

I affirm that neither I nor anyone acting for me gave or agreed to give anything of value to any member of Producer's production staff, anyone associated in any manner with Producer's company or any representative of any television network or station for Producer's undertakings hereunder. I understand Producer's policy prohibits such payments, and I further understand that it is an 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 an offense to use any prepared material containing such a promotion where I know the writer received consideration for it and fail to disclose this to Producer prior to broadcast. 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 to Producer that I am at least 18 years of age and have the full, complete and unrestricted right and authority to enter into this agreement. 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 or other benefits (as for example, pension, health and welfare benefits) or other compensation under any such collective bargaining agreement or otherwise. I agree I am not a candidate for public office. If I am not at least 18 years of age, I agree to have my parent or legal guardian sign the acknowledgement at the end of this release.

I agree not to disclose or discuss events related to the Program or authorize any third-party to do the same, without the prior approval of Producer's authorized representative. 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. I shall not use the name of the Program in anyway at anytime without Producer's prior written approval in each instance.

(continued)

AGREED AND ACCEPTED:

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

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

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

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

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

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

IF THE ABOVE INDIVIDUAL IS UNDER THE AGE OF 18 YEARS, THE 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 agreement, that I have caused said individual to execute said agreement, that I will not instruct, authorize or permit said individual to disaffirm the foregoing agreement, and that I will indemnify Producer against all claims, liabilities and expenses with respect to said agreement, and that, knowing of Producer's reliance hereon, I agree to cause said person to adhere to all of the provisions of said agreement.

In addition, I agree to cooperate with Producer 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: \_\_\_\_\_

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

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

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

I THE ABOVE PARENTS/LEGAL GUARDIAN WILL BE NOT PRESENT AT AUDITION, THE PARENT OR GUARDIAN SHOULD ALSO SIGN BELOW

I hereby authorize or permit \_\_\_\_\_ ("Individual Accompanying Minor") to accompany my minor child/guardian to participate in the Program. I hereby agree to release the Released Parties from and against all claims, liabilities, and expenses related to or connected with any such person accompanying my minor child to the auditions, interviews, and/or Program.

SIGNATURE: \_\_\_\_\_ 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 Personal Release (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 Program and the use of my name, voice, likeness, etc.).

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

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

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

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