

DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THE FOLLOWING.
“AMERICAN IDOL” – SEASON 4
PERSONAL RELEASE

In full and complete consideration of American Idol Productions, Inc. (“Producer”) possibly including me as a participant in Season 4 of the television series entitled “AMERICAN IDOL” (the “Program”), 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 include me in the Program, or broadcast my appearance in the Program, if any, I hereby agree as follows. The term “Program,” as used herein, shall include the interview and audition process for the Program.

I grant to Producer and its successors, licensees and assigns, the irrevocable right, but not the obligation, with or without my knowledge, to film, tape and/or photograph, record, exhibit, edit and otherwise use my appearance, name, likeness, voice, singing voice, conversation, sounds and biographical data on or in connection with the Program in any manner in Producer’s sole election and discretion, which use shall not entitle me to receive any compensation whatsoever. I agree that Producer is the sole owner of all results and proceeds of such film, tape, photography and/or recording and my appearance thereon, with the right for Producer and its successors, assigns, and licensees, forever and throughout the universe, to use the same and any portion thereof 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 (including slot machines), distribution, publicizing and all other types of exploitation of the Program or any part thereof, or in any manner whatsoever. Producer shall also have the unrestricted right to edit the content and text of the Program in any manner or form.

I understand and agree that if my appearance, name, likeness, voice, singing voice, conversation, sounds and/or biographical data is used in connection with the Program, I may be required, in consideration of Producer possibly including me as a participant in the Program and at Producer’s election, to enter into the following agreements with Producer and/or Producer’s designee(s), the terms of which shall be subject to good faith negotiation: (a) an agreement for the management of my career in the entertainment industry (including but not limited to my acting services); and (b) an agreement for the use of my name, likeness and biography in connection with advertising, endorsements, merchandising and sponsorship. 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 that date which is three (3) months from the date of the initial broadcast of the final episode of the Program. I hereby warrant that as of the date of this Agreement I have not entered into, nor will I enter into, any contract or arrangement which prevents me, or might prevent me, from entering into the agreements specified in subsections (a) and (b) of this paragraph.

I understand that I may reveal, and other parties may reveal, information about me that is of a personal, private, embarrassing or unfavorable nature, which information may be factual and/or fictional. I further understand that my appearance, depiction and/or portrayal in the Program may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature which may expose me to public ridicule, humiliation or condemnation. I acknowledge and agree that Producer shall have the right to (a) include any or all such information and appearances, depictions or portrayals in the Program as edited by Producer in its sole discretion, and (b) to broadcast and otherwise exploit the Program containing any or all such information and appearances, depictions or portrayals in any manner whatsoever in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity.

In the event I perform any original music on the Program written or controlled by me, I hereby grant to Producer, without charge, the rights necessary to perform such music on the Program and the rights required to exploit the Program and the ancillary rights therein, inclusive of the music, in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity.

I agree to follow all of Producer’s rules, directions and instructions in all matters relating to the Program, which rules are subject to change at Producer’s sole discretion. I will accept any and all decisions of Producer on discretionary matters (including but not limited to the audition process and contestant selection) as final and acknowledge that the interests of the Program shall override those of any 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 Program 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 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. If I am selected, I agree that Producer is not obligated to have me appear on, or to broadcast my appearance on, the Program and may disqualify me at any time in its sole discretion.

I agree to fill out, sign and agree to other contracts, as required by Producer. If I am under 18 years of age, I understand and agree that both me and my parent or legal guardian must sign each of the forms and that me and my parent or legal guardian will cooperate with Producer in having such forms court approved, if necessary.

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 this agreement by me.

I hereby release, discharge, and hold harmless Producer, its assignees, licensees, agents, and affiliates, Fox Broadcasting Company ("Network"), FremantleMedia, 19 TV Ltd., 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 and the use or reuse of my appearance, name, voice, singing voice, likeness and/or biographical information and I agree not to make any claim against Producer or the Released Parties as a result of my participation in the Program and in connection with any use or reuse of my appearance, name, voice, singing voice, likeness and/or biographical information (including, without limitation, any claim based upon defamation or invasion of privacy and/or publicity). 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 caused by or arising out of any statement, action or failure to act by me during or in connection with my participation in the Program.

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 time, may have materially affected my decision to execute this Release. I acknowledge and agree that by reason of this 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 provision, this 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 undertakings hereunder. I understand that 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 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. If I am not at least 18 years of age, I agree to have my parent sign this agreement in the space below. I am not a member of AFTRA, SAG or any other performing arts guild and am not a candidate for public office. In the event I am a member of AFTRA, SAG or any other performing arts guild, I agree that my appearance on the Program, if any, shall not be deemed to be a performance under any collective bargaining agreement.

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 any way at any time without Producer's prior written approval in each instance.

SIGNED: _____ DATE: _____

PRINT NAME: _____ AUDITION CITY: _____

ADDRESS: _____

PHONE NO: _____ DATE OF BIRTH: _____

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 (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 and hold harmless the Released Parties (as defined in the Agreement) against all claims, liabilities and expenses with respect to 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. 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, if any. 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.

SIGNED: _____ DATE: _____

PRINT NAME: _____ RELATIONSHIP TO MINOR: _____

Note: PLEASE KEEP US ADVISED IN WRITING OF YOUR CURRENT ADDRESS.