

CHARLOTTESVILLE'S GOT TALENT RELEASE FORM

I enter into the contest as a voluntary participant in Charlottesville's Got Talent including, but not limited to, the audition video and submission, the screening process, and the voting process (the "Program"), and without any further consideration due from Producer (The Paramount Theater) 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.

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, talent/skill, 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, distribution, publicizing, and all other types of exploitation of the Program or any part thereof (including but not limited to the promotion of third-party sponsors), or in any manner whatsoever.

I understand that if my audition video passes the screening process, I will be considered a finalist, and my video will be published on Producer's website and any social media channels of Producer's discretion where the public will vote for a winner; furthermore, I will be required to demonstrate to the satisfaction of Producer prior to such participation that I am not a party to any agreement with a talent agent or manager; a current music recording contract (either alone or as a member of a group); a current agreement relating to the use of my name, voice and/or likeness; an exclusive acting contract; or any other contractual arrangement (written or oral) that, in Producer's sole discretion, would prohibit me from participating fully in the show and/or entering into any contracts required by Producer, including an exclusive management contract, recording contract, and merchandising contract.

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) 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 or display any original material on the Program written or otherwise controlled by me (for example, music, choreography, photography, lyrics, clothing, etc., collectively called the "Material"), I hereby grant to Producer and Producer's designee, without charge, the rights necessary to perform and/or display the Material on the Program and the rights required to exploit the Program and the ancillary rights therein, inclusive of the Material, in any and all media now known or hereafter devised, and for any other purpose, throughout the universe in perpetuity.

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I agree to follow all of Producer's rules, directions, and instructions in all matters relating to the Program, which rules, directions and instructions 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 screening process) as final and acknowledge that the interests of the Program shall override those of any participant. I agree that my selection as a finalist is within Producer's sole discretion and that Producer is not obligated to select my video for finalist status. In the event I am selected as a finalist, I agree that my selection as the winner of the Program will be determined by the public during the anonymous voting process, and Producer has no control over the outcome. 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 as a finalist, 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. **If I am under 18 years of age, I understand and agree that my parent or legal guardian and I must sign each of the forms.** 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 Release by me.

I hereby release, discharge, and hold harmless Producer, its assignees, licensees, agents, and affiliates, The Paramount Theater 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 Program and the use or reuse of my appearance, name, voice, talent/skill, 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, talent/skill, conversation, 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 other Released Parties and to hold each of them harmless from any and all liability, claim, action, damage, expense (including reasonable attorney fees), 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. In no event shall I have any right to injunctive or other equitable relief against any of the Released Parties in connection with the Program.

I acknowledge that there is a possibility that after my execution of this Release, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Release 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.

Notwithstanding such provision, this Release shall constitute a full release in accordance with its 3 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

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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 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. 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 have the full, complete and unrestricted right and authority to enter into this Release. If I am not at least 18 years of age, I agree to have my parent or legal guardian sign this Release in the space below. I am not a candidate for public office. 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.

SIGNED:

_____ (CONTESTANT)

PRINT NAME: _____ DATE: _____

SIGNED:

_____ (PARENT/LEGAL GUARDIAN)

PRINT NAME: _____ DATE: _____