

If you are under the age of 18 years, please complete and sign the below document, then have your parent or legal guardian sign in the appropriate place, and submit via fax to (818) 563-6102. **THE PRODUCERS WILL NOT CONSIDER YOUR SUBMITTED VIDEO UNTIL SUCH DOCUMENTS HAVE BEEN RECEIVED.**

### **Terms of Submission**

Please be aware that by submitting your Video to America's Got Talent, you expressly acknowledge that you and your guardian have read and consent to the following information.

1. Do NOT submit violent, illegal, pornographic, or obscene material.
2. Your video has to be YOURS. For example, you can NOT rip something off the web and submit it. Your entire submission must be created by you...not copied or used without permission.
3. We're not going to return anything that you submit. It becomes ours.
4. Get everyone's written permission to be in your video. Make sure they know what you're doing with it. No one under 18 (other than your own kid) should appear without their parents' permission.
5. Make sure your video does not infringe on anyone else's rights, including defamation, privacy and publicity, false light, idea misappropriation or any contractual rights.
6. We have no obligation to contact you and/or select you as a participant. Even if you are selected as a participant, we have no obligation to conduct America's Got Talent (if any) or produce America's Got Talent, and NBCU has no obligation to broadcast it, even if produced. All decisions we make concerning selection of the participants are final and not subject to challenge or appeal.
7. US Citizens & Permanent Residents Only: Contestants must be either a US citizen, legal permanent resident of the US, or possess a current legal visa allowing you to seek employment freely in the US (not merely a visa that allows you to work for one particular employer).
8. If selected as a participant you must execute waivers and release agreements required by (Marathon Productions, Inc. (the "Producer") and NBC Universal ("NBCU") or any of their licensees, successors or assigns.
9. 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 episodes of the Program in which you appear, if selected as a participant.
10. You will not be selected to participate in the Program if your participation would create impropriety or the appearance of impropriety. In making this determination, Fremantle North America, Inc. ("Producer") and NBC Universal, Inc. ("NBCU") will consider whether you or any member of your immediate family or anyone living in your household is or has been within the last two (2) years an employee, officer, director or agent of any of the following:
  - (a) NBCU or any television production company, network, station or distributor owned and operated by NBCU;

- (b) Producer, or any other person or entity any person or entity involved in the development, production, distribution or other exploitation of the reality-based program currently entitled "America's Got Talent" (the "Program") or any variation thereof;
- (c) Any sponsor of the Program or its advertising agency; or
- (d) Any person or entity supplying prizes or other services to the Program.

11. In addition, Producer and NBCU reserve the right to render ineligible any person whom any of them determines, in its sole discretion, is sufficiently connected with the production, administration, judging, or distribution of the Program, such that his or her participation in the Program could create the appearance of impropriety.

12. If selected as a participant you must execute waivers and release agreements required by Producer and NBCU or any of their licensees, successors or assigns.

You will need to be available to the production on dates to be determined by Producer and be willing to travel to various locations as part of production.

**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.**

In full and complete consideration of Producer possibly including me as a participant in an episode(s) of the television series currently entitled "*AMERICA'S GOT TALENT*," including the interview, audition, and elimination processes thereof (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 air or include me in the Program, I hereby agree as follows:

I hereby grant to Producer and its successors, licensees and assigns, 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 and otherwise use my appearances, name, likeness, voice, singing voice, conversations, sounds, signature, biographical data, and any information, materials, or any original music, including musical arrangements, titles, lyrics, music and all other elements of such songs ("Music"), original photographs ("Photos"), or original audio and/or video recordings ("Recordings") submitted by me to Producer 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, publishing, and recordings in connection with the advertising, sale, promotion, marketing, merchandising (including slot machines), distribution, publicizing and all other types of exploitation thereof, or in any 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 the Program as well as all film, tape, photography, recordings and my appearances 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 Music, or submit any Photos, or 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 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.

In the event my performance on the Program involves a live animal, I hereby represent and warrant that I have obtained all necessary and proper immunizations for the animal and will provide to Producer all such documentation or do any other acts and/or deeds as may be reasonably necessary for the Producer to determine the animal is safe to participate in the auditions, interviews and/or Programs. Furthermore, I agree to indemnify

Producer and the Released Parties (defined herein below) and to hold each of them harmless from and against any and all liabilities, claims, actions, damages, expenses, and losses of any kind (including outside attorney's fees) caused by or arising out of any physical, mental or emotional stress/distress or injury caused to any third party by or from the animal.

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 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 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 to advance beyond this initial audition, I agree that Producer is not obligated to have me appear on, or to telecast my appearance on, the Program and may disqualify me at any time 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 Program, I may be asked, in consideration of Producer possibly including me as a participant in the Program, 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 live stage show, concert, and/or theatrical performance services ("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 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.

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 also represent and warrant that I am in a state of physical, emotion, psychological, and mental health capable of performing my act for the Program and otherwise participating in the Program. I shall notify Producer immediately of any physical, emotional, psychological, or mental conditions that might affect me or my performance on 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 discretion, refuse to allow me to audition or participate in the Program if Producer reasonably believes I am not capable of performing the act.

I hereby release, discharge, and hold harmless Producer, its parent, assignees, licensees, agents, and affiliates, NBC Universal Inc., 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 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 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 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 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 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 you 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 outside attorney's fees) caused 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 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. 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, 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 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 Agreement 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.

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 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 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 Personal 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 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 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 guardian must also sign this Personal Release where indicated below. 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 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, or authorize any third party to do the same, without the prior written approval of Producer and the NBC Television Network; provided, however, that with respect to matters in the public domain, disclosure of such matters to professional advisors, disclosure of such matters required by law, and incidental, non-derogatory mentions of such matters 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 and the NBC Television Network. I recognize that proof of damages suffered by Producer and NBC Television Network 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 and the NBC Television Network being entitled to obtain injunctive relief in the event of my breach, I agree to pay Producer and the NBC Television Network the sum of Fifty Thousand Dollars (\$50,000.00) each per breach as liquidated damages in the event I breach any of the provisions of this Agreement regarding confidentiality or publicity. I agree that Fifty Thousand Dollars (\$50,000.00) is a reasonable estimate of the amount of damages that Producer and the NBC Television Network are each likely to suffer in the event I breach any of these provisions regarding confidentiality or publicity, considering all of the circumstances existing as of the date of this Agreement.

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 psychological, background, and 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, 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 CONDUCTED IN THE COUNTY OF LOS ANGELES AND ADMINISTERED BY JAMS UNDER ITS COMMERCIAL 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 LOS ANGELES, AND ADMINISTERED BY JAMS IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF JAMS (THE "JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, AND SHALL BE AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN CALIFORNIA. I ACKNOWLEDGE THAT IN NO EVENT WILL I BE ENTITLED TO SEEK INJUNCTIVE RELIEF OF ANY KIND IN CONNECTION WITH THIS PERSONAL RELEASE, 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 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 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 Program 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:**

EMAIL:

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

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

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

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

**IF THE ABOVE INDIVIDUAL IS UNDER THE AGE OF 18 YEARS, THE PARENTS 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 Personal Release, that I am at least 18 years of age, that I have caused said individual to execute said agreement, that I will not instruct, authorize or permit said individual to disaffirm the foregoing Personal Release, and that I will indemnify Producer and the Released Parties 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, 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 of my child/ward in the Program and the audition process, if any (including but not limited to the taping of my appearance in connection with the Program and the audition process and the use of my name, voice, likeness, etc.).

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

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

RELATIONSHIP TO MINOR: \_\_\_\_\_ )

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

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