

**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 DESCRIP.** \_\_\_\_\_  
**PROGRAM:** "AMERICA'S GOT TALENT" Season 5

Ladies and Gentlemen

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

I grant to you and your 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 your sole election and sole discretion. I agree that you 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 yourselves and your 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. You shall also have the unrestricted right to edit the content and text of the Program in any manner or form.

I recognize that you are 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 this agreement by me.

I hereby release, discharge, and hold harmless Producer, its parent, assignees, licensees, agents, and affiliates, partners, NBC Universal Inc., Simco Ltd., Syco TV, 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 you herein.

I affirm that neither I nor anyone acting for me gave or agreed to give anything of value to any member of your production staff, anyone associated in any manner with your company, or any representative of any television network or station for your undertakings hereunder. I understand your policy prohibits such payments, and I further understand that it is an offense, unless disclosed to you 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 you prior to broadcast. I shall notify you immediately if any person attempts to induce me to violate the foregoing or to do anything dishonest.

I warrant to you 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 an authorized representative of Producer. 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 your 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 you against all claims, liabilities and expenses with respect to said agreement, and that, knowing of your 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 you 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: \_\_\_\_\_

\_\_\_\_\_