

DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THE FOLLOWING:

PERSONAL RELEASE

Marathon Productions, Inc.
2900 West Alameda Ave., Eighth Floor
Burbank, CA 91505
Attn: Business/Legal Affairs Department

PROGRAM: America's Got Talent Season 12
DATE: _____
CITY: _____

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 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 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, ("Syco") all television broadcasting stations, sponsors, advertising agencies, all venues and location used in connection with the Program, 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 my participation in the Program or the use and exercise of the rights granted to you herein. 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 Agreement. I acknowledge and agree that by reason of this Agreement, and the release contained in the preceding paragraph, 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, and acknowledge and agree that this waiver is an essential and material term of this release and this Agreement and that without such waiver, Producer would not have accepted this Agreement or my participation in the Program. I acknowledge that I understand the significance and consequence of such release and specific waiver of Section 1542.

I acknowledge and agree that I may be provided with knowledge and/or information (or access publicity to knowledge and/or information) that is of a secret, confidential or proprietary nature (collectively, "Confidential Information"), including but not limited to information concerning the Program, prior to public disclosure thereof by Producer. Such Confidential Information may include, without limitation, the names of individuals associated with the Program and other elements relating to production of the Program (e.g., creative elements, outcomes, sponsors, etc.), as well as knowledge or information regarding the business of Producer, FMNA, Syco, Network, and their affiliates, licensees, successors and assigns, and their production and trade practices. I represent and warrant that I will not disclose the terms of this Agreement or the Confidential Information. For the avoidance of doubt, my confidentiality obligations hereunder shall apply to any and all media whatsoever, including, without limitation, any social networking site; micro-blogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user modified website ("wiki"); or any other website, service, platform, program, application or other form or method of communication, whether now known or hereinafter devised. For example and for the sake of clarity, I may not make disclosures prohibited hereunder via Facebook, Twitter, YouTube or any other similar website or service,

whether existing now or in the future.

I hereby acknowledge that all publicity, paid advertisements, press notices, interviews and all other information with respect to the Program shall be under Producer's sole control. I shall not have the right to issue (or consent to the issuance of) any publicity, including but not limited to any press release regarding the Program or my participation in connection therewith, without Producer's prior written consent in each instance.

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 agree that if any controversy or claim arising out of or relating to this Agreement cannot be settled through direct discussions, I shall endeavor first to settle the controversy or claim by a mediation administered by JAMS under its applicable rules. IF THE DISPUTE IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, I AGREE THAT THE CONTROVERSY OR CLAIM, INCLUDING THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL THEN BE RESOLVED BY FINAL AND BINDING CONFIDENTIAL ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF, INCLUDING ITS OPTIONAL APPEAL PROCEDURE (THE "JAMS RULES", AVAILABLE AT WWW.JAMSADR.COM, INCLUDING, WITHOUT LIMITATION, THE RULE PROVIDING THAT EACH PARTY SHALL PAY PRO RATA ITS SHARE OF JAMS FEES AND EXPENSES, AND THE RULES PROVIDING FOR LIMITED DISCOVERY AND OTHER EXCHANGE OF INFORMATION). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED IN THE ENTERTAINMENT INDUSTRY AND AN ARBITRATOR LICENSED TO PRACTICE LAW IN CALIFORNIA OR A RETIRED JUDGE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF LOS ANGELES. I AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT I BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. NOTWITHSTANDING THE FOREGOING, I RECOGNIZE THAT GIVEN THE UNIQUE NATURE OF THE PROGRAM AND THE COMMERCIAL REALITIES OF THE ENTERTAINMENT INDUSTRY, WHICH RELY UPON CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS, ANY ACTUAL OR ANTICIPATED BREACH OF MY CONFIDENTIALITY OBLIGATIONS PURSUANT TO THIS AGREEMENT, OR ANY INFRINGEMENT BY ME OF PRODUCER'S, FMNA'S, 19'S OR NETWORK'S INTELLECTUAL PROPERTY RIGHTS, WOULD CAUSE PRODUCER, NBCUNIVERSAL MEDIA, LLC, THE NBCUNIVERSAL TELEVISION GROUP, SIMCO LIMITED TRADING AS SYCO TELEVISION AND/OR SYCO MUSIC, SYCO ENTERTAINMENT INC AND SONY MUSIC ENTERTAINMENT IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, I AGREE THAT PRODUCER , NBCUNIVERSAL MEDIA, LLC, THE NBCUNIVERSAL TELEVISION GROUP, SIMCO LIMITED TRADING AS SYCO TELEVISION AND/OR SYCO MUSIC, SYCO ENTERTAINMENT INC, SONY MUSIC ENTERTAINMENT SHALL BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT.

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 represent and warrant that all information I am providing to Producer on this release is valid, true and accurate, and that I have (or will concurrently provide) to Producer full and accurate information regarding my name (including prior names, aliases and professional/stage names), address and date of birth, for Producer's record-keeping purposes. 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: _____

IF THE ABOVE PARENTS/LEGAL GUARDIAN WILL BE NOT PRESENT AT THE AUDITION, THE PARENT OR GUARDIAN MUST SIGN BELOW AS WELL AS A NOTARIZED "GUARDIANSHIP AND MEDICAL AUTHORIZATION FOR MINORS FORM" WHICH CAN BE FOUND ON THE PAPERWORK PAGE OF AGTAUDITIONS.COM

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 AT LEAST 21 YEARS OLD, SIGN BELOW, AND BRING TO AUDITION ALONG WITH A NOTARIZED "GUARDIANSHIP AND MEDICAL AUTHORIZATION FOR MINORS FORM"

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: _____

EMAIL: _____

ADDRESS: _____

PRINT NAME: _____
