

“NASHVILLE STAR” - APPLICATION

BYSTANDER & ACCOMPANIST RELEASE FORM: “NASHVILLE STAR” SERIES

MUST BE COMPLETED BY CONTESTANTS ACCOMPANIST, WHETHER THEY ARE PERFORMING LIVE AT LOCAL COMPETITION, OR ON A TAPED PERFORMANCE. IF DIFFERENT ACCOMPANISTS ARE USED AT DIFFERENT ROUNDS OF COMPETITION, EACH ACCOMPANIST MUST COMPLETE A SEPARATE FORM. AT ANY TIME, IF SOMEONE OTHER THAN THE CONTESTANT OR ACCOMPANIST APPEARS ON A SUBMITTED TAPE, EACH OTHER PERSON (S) MUST COMPLETE A SEPARATE ONE OF THESE FORMS.

Nashville Star Productions, Inc. (“You”)

Location: _____

100 Universal City Plaza, Bungalow 5180
Universal City, CA 91608

Time:_____

Ladies and Gentlemen:

In consideration of your promise to consider in good faith the inclusion of audio and/or visual recordings of me in your theatrical, television or made-for-home-video motion pictures, television series or other audio and/or visual programs and for other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby irrevocably grant to you (and your successors, licensees and assigns) the right to make audio and visual recordings and other reproductions of me, my image, my silhouette, my voice, my conversations (telephonic or otherwise), my musical or other performances (including, without limitation, pre-existing recordings of such performances), my works of art and other creative expression, and my physical likeness (as the same may appear in any still image or in any motion picture photography or other audio and/or visual recording) and I hereby irrevocably grant exclusively to you (and your successors, licensees and assigns) all rights of every kind and nature whatsoever, in perpetuity (i.e., forever), to use my name, voice, likeness and biography(as incorporated in such recordings, or otherwise) and to use any such recordings to portray, impersonate, or simulate me (in connection with actual or fictional situations, or otherwise) in any way whatsoever (as determined in your sole discretion) in the production, performance, broadcast, merchandising, print publication, publicity, marketing, promotions, cross-promotions, trade purposes and other exploitation, for an unlimited number of times, of all or any portion of one or more audio and/or visual programs (including, without limitation, motion pictures or television programs)(the "Programs") in all media or manner of exploitation, whether now known or hereafter devised, throughout the universe in all languages in perpetuity (i.e., forever) without further compensation of any kind. The Programs include, without limitation, one or more episodes of the television series presently known as “Nashville Star” (the “Series”).

I agree that you are and will be the exclusive owner of all copyright and all other rights of every kind and description in the Series, other Programs and their underlying and constituent elements (including without limitation all audio and visual recordings of me made by you or your designee, and any and all pre-existing recordings embodying my performances delivered to you in connection with the Series, regardless of whether any or all such recordings are incorporated in the Series or other Programs). I agree that I will not assert or maintain against you, or your parents, affiliates, subsidiaries, successors, assigns or licensees, or any officers, members, managers, partners, shareholders, directors, employees or agents of any of them, any claim, action, suit or demand of any kind or nature whatsoever, including, but not limited to, those grounded upon invasion of the right of privacy or of publicity or any other civil rights, infliction of emotional distress, defamation, libel or slander, negligence or intentional acts of any of your employees, or for any other reason in connection with the exercise of the rights granted to you under this release. I hereby release and discharge you and all of your parents, affiliates, subsidiaries, successors, assigns or licensees, or any officers, members, managers, partners, shareholders, directors, employees and agents of any of them from any liability arising from any use, exhibition, or other exploitation of any recordings made of me, the Series, any other Programs, or any exercise of the rights granted to you or acquired by you hereunder, as well as from any liability respecting any injury or damage to me or my property caused by the negligence or the actions or omissions of any other person in connection with the Programs, and will bring no action against you or your parents affiliates, subsidiaries, successors, assigns or licensees, or any officers, directors, employees or agents of any of them at law or equity respecting any such negligence, damage or injury. My participation does not entitle me to any wages, salary, other compensation or benefits; I am not your agent or employee or acting on your behalf in any way.

This release is subject to California law and jurisdiction. **I acknowledge that this document represents my complete understanding, supersedes any prior oral or written agreement, representations, assurances, promises or discussions regarding the subject matter hereof, and can only be modified or terminated by a written instrument executed by both me and you.** All prior agreements with respect to such subject matter have been merged into this release. I agree that my sole and exclusive remedy for any breach by you (or your designee) or your affiliates (or their designees) is an action at law for compensatory damages, and I do not have the right to exemplary or punitive damages, equitable relief, termination, revocation or rescission. Any controversy, claim, or dispute arising out of or related to this release or the interpretation, performance, or breach hereof or in any way related to the Series or other Programs or the conduct of any party respecting the production and exploitation of the Series or other Programs, including but not limited to alleged violations of state or federal statutory or common law rights or duties, shall be resolved solely and exclusively by final and binding arbitration initiated and conducted according to the

“NASHVILLE STAR” - APPLICATION

JAMS/Dispute Comprehensive Arbitration Rules and Procedures in effect as of the date hereof, including the Optional Appeal Procedure provided for in such rules (the “Arbitration Rules”). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. Any appeal shall be heard and decided by a panel of three neutral arbitrators. The neutral arbitrator and the members of any Appeal Panel shall be retired judges or justices of any California state or federal court. This release (INCLUDING, WITHOUT LIMITATION, ALL GRANTS OF RIGHTS AND CONSENTS AND WAIVERS OF CLAIMS) is binding on any persons or entities owned or controlled by me, and on my heirs, executors, administrators, successors and assigns. You have the right to assign this release and your rights under this release, in whole or in part, to any party.

SIGNATURE: _____

DATE _____

PRINT NAME: _____

ADDRESS: _____

PHONE #: _____

Description of Bystander or Accompanist: _____
