



For Producer's Use Only:

\_\_\_\_\_  
CONTESTANT NO#

**NIGERIA AUDITION PERSONAL RELEASE**

**DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THE FOLLOWING:**

BET PRODUCTIONS IV, LLC ("Producer")

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

PROGRAM: "SUNDAY BEST" Season 3

In full and complete consideration of Producer possibly including me as a participant in any episode(s) of the television series currently entitled "*SUNDAY BEST*" Season 3, including the interview and audition process 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 or materials provided 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 and theme parks), 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 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.

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 discretionary matters (including but not limited to the interview and audition process and contestant selection) as final 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, 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 are used in connection with the Program, I may be required, in consideration of Producer possibly including me as a participant in the Program, at Producer's election, to enter into the following agreements, the terms of which shall be subject to good faith negotiations: (a) an agreement for my exclusive recording services which may include an agreement for my exclusive songwriting services ("Recording Contract"); (b) an entertainment services agreement with Black Entertainment Television, LLC ("BET") ("Entertainment Services Contract"); (c) a contestant agreement for the Program; and (d) such other agreements, including any applications for related governmental authorities, visas, travel authorizations and similar documentation, as may be reasonably required by Producer to participate in the Program. I understand that I will be asked to represent and warrant that I am not a party to any contract including, but not limited to, 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 foregoing documentation, as described in this Paragraph. I agree to fill out, sign and agree to other contracts, as required by Producer.

I hereby release, discharge, and hold harmless Producer, its parent, assignees, licensees, agents, and affiliates, BET, 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, the use or reuse of my appearance, name, voice, singing voice, likeness, signature and/or biographical information 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 and in connection with any use or reuse of my appearance, name, voice, singing voice, likeness and/or biographical information (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. 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 this agreement by me. 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 exploitation of its rights herein, 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, 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, and my actions and the actions of others in connection with the Program, 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 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 warrant that I am at least Twenty One (21)+8 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 agree that my remedies for any breach of this Agreement by Producer or others will be limited to damages and in no event will I be entitled to injunctive or other equitable relief, to rescind, revoke or restrain this Agreement or the rights granted hereunder, or to enjoin, inhibit or otherwise interfere with the distribution, exhibition or other exploitation of the Program. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties hereby agree to submit to the jurisdiction of the state and federal courts of the State of New York for the purpose of resolving any dispute arising out of or resulting from this Agreement. I agree not to disclose or discuss events related to the Program or any information regarding the Program that I have learned by my participation in the Program, or authorize any third party to do the same, without the prior written approval 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 without the prior written approval of Producer. I shall not use the name of the Program in any way at any time without Producer's prior written approval in each instance.

**AGREED AND ACCEPTED:**

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

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

EMAIL: \_\_\_\_\_

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