

**DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THE FOLLOWING:  
PERSONAL RELEASE AND ARBITRATION PROVISION ("AGREEMENT")**

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

PROGRAM: America's Got Talent  
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), with or without my knowledge 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, including in any and all media now known or hereafter devised, which use shall not entitle me to receive any compensation whatsoever (collectively "**My Likeness**"). 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, including, without limitation, as a "work made for hire" under U.S. copyright law as part of a motion picture or other audiovisual work, 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 (including at physical locations), sale, promotion, marketing, merchandising, distribution, publicizing and any and all other types of exploitation of the Program or any part thereof (including without limitation in connection with Program advertisers and/or sponsors and any of their respective products, integrations and/or services). You shall also have the unrestricted right to edit, alter or modify the content and text of the Program in any manner or form.

In the event I perform or display any original material on the Program written or otherwise controlled by me (for example, music, choreography, photography, lyrics, clothing, etc., collectively called the "**Material**"), I hereby grant to Producer and Producer's designee, without charge, a non-exclusive, irrevocable license to perform and/or display the Material on the Program and the rights required to exploit the Program and the ancillary rights therein, inclusive of the Material, in any and all media now known or hereafter devised, and for any other purpose, throughout the Universe in perpetuity. I represent and warrant that I own or control any and all intellectual property rights relating the Materials. I agree that my appearance on the Program is within Producer's sole discretion and that Producer is not obligated to include me in the Program.

The Materials, My Likeness, the Program and any recordings or other reproductions thereof may be edited, cut, rearranged, altered, adapted, dubbed, modified, fictionalized, and/or otherwise revised by Producer, Maidmetal (as defined below) and/or Network (as defined below) for any purposes, including without limitation to get a humorous or satirical effect, regardless of whether or not I am recognizable, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program or any other work. Further, I agree that the Producer or any of the Released Parties (and their assignees and/or designees) may use all or any part of the Program Materials and My Likeness.

**If I am auditioning to be a participant 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, emotional, 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 recognize that Producer is 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.

To the maximum extent permitted by law, I and my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators and assigns hereby unconditionally, irrevocably and forever release, discharge and hold harmless Producer, Producer's parent, assignees, licensees, agents, affiliates, and partners, NBCUniversal Media, LLC ("**NBCUniversal**") and the television networks or platforms of NBCUniversal ("**Network**"), Maidmetal Limited ("**Maidmetal**"), Syco Entertainment Inc., all television broadcasting stations, sponsors, advertising agencies, all venues and locations 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, licensees, sponsors, exhibitors, successors, assigns, and 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 to the extent that such claims, demands, or causes of action arise from or relate in any way to the negligence of the Released Parties.

I agree to indemnify, defend and hold harmless the Released Parties from and against any claim, liability, loss, damage, cost and expense (including, without limitation, reasonable attorneys' fees) arising from or related to the breach or alleged breach of any representation, warranty covenant or agreement made by me herein or any statement, action, or failure to act by me during or in connection with the Program and my participation, and my violation of any law, rule, or regulation.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, I WAIVE ANY AND ALL RIGHTS I MAY HAVE UNDER SECTION

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

I understand that Producer and Network are involved in a competitive industry in which confidentiality is a valuable asset. I acknowledge and agree that due to my potential appearance or participation in the Program, I will be provided with knowledge and/or information and/or otherwise observe, acquire or learn 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, and that maintaining this Confidential Information is vital to the success of the Program and Producer’s Network’s, and Maidmetal’s businesses. 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, NBCUniversal, Network, Maidmetal, and their affiliates, officers, directors, employees, licensees, successors and assigns, and their production and trade practices. I represent and warrant that I will not, directly or indirectly via a third party, 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; 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, Instagram, TikTok, YouTube or any other similar website or service, whether existing now or in the future. I understand that nothing in this paragraph or this Agreement generally prevents me from (i) discussing or disclosing information about any conduct that I have reason to believe is unlawful, and (ii) discussing or disclosing any matter I am entitled to discuss or disclose under applicable law (including discussing the terms and/or conditions of my participation, as protected by applicable law). Without limiting the immediately preceding sentence, if I have reason to believe that conduct violating any Producer policy has occurred or is occurring on or in connection with the Program, I have been encouraged to report such conduct through Producer’s appropriate channels or through the channels provided by Network so it can be promptly addressed. I understand I will not be retaliated against for, or in connection with, reporting such conduct. I understand that nothing in this paragraph or this Agreement restricts me from reporting or providing information related to potential legal violations to any governmental agency or entity (e.g., SEC, OSHA, DOJ) without notifying Producer or Network (“**Whistleblower Activity**”). Producer and Network will not retaliate against me for any Whistleblower Activity, and nothing in this Agreement requires me to waive any monetary award that I may legally be entitled to as a result of Whistleblower Activity.

I hereby acknowledge that my mere appearance and participation in the Program does not make me eligible for any prize in connection with the Program. Furthermore, I hereby acknowledge that I will not receive nor be entitled to receive any prize in connection with Program, even in the event that an act with which I am associated wins any prize as a result of their participation in the Program.

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 may be a federal 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 may be a federal 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 also understand that Producer’s policy prohibits payments for arranging personal appearances and that failure to disclose to Producer any such arrangement may constitute a federal crime. I shall notify you immediately if any person attempts to induce me to violate the foregoing or to do anything dishonest.

To learn more about how Producer collects and uses your personal information, refer to Producer’s Privacy Notice at <http://www.fmnanet.com/privacy-policy.pdf>. To the extent NBCUniversal also collects and uses your information as a participant in connection with the production, please see <https://www.nbcuniversal.com/privacy/participant>. These notices may be updated from time to time.

I agree that if any controversy or claim arising out of or relating to this Agreement or my participation on the Program 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 ENFORCEMENT, 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. EXCEPT AS SET FORTH BELOW, I AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT SHALL BE LIMITED TO AN ACTION FOR MONETARY DAMAGES AND IN NO EVENT SHALL I BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, TO THE EXTENT REQUIRED BY LAW, THE PARTIES AGREE THAT WITH RESPECT TO THE ARBITRATION OF ANY FEDERAL OR STATE CLAIM BROUGHT BY ME THAT ARISES FROM UNWAIVABLE PUBLIC RIGHTS, WHETHER STATUTORY OR NON-STATUTORY, THE FOLLOWING WILL APPLY: (1) THE ARBITRATOR MAY AWARD ANY REMEDY THAT WOULD OTHERWISE HAVE

BEEN AVAILABLE IN COURT; (II) THE PARTIES WILL BE PERMITTED DISCOVERY ADEQUATE TO SECURE THE NECESSARY INFORMATION TO PRESENT OR DEFEND AGAINST SUCH CLAIM; AND (III) PRODUCER WILL PAY ALL TYPES OF COSTS THAT ARE UNIQUE TO ARBITRATION, TO THE EXTENT REQUIRED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, I UNDERSTAND THAT I HAVE THE RIGHT AND THE OPTION, IF I SO ELECT, TO BRING ANY SEXUAL ASSAULT OR SEXUAL HARASSMENT DISPUTE ARISING UNDER FEDERAL, TRIBAL, OR STATE LAW IN ANY COURT OF COMPETENT JURISDICTION, AND I WILL NOT BE REQUIRED TO ARBITRATE ANY SUCH DISPUTE.. 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, NBCUNIVERSAL'S, NETWORK'S, OR MAIDMETAL'S INTELLECTUAL PROPERTY RIGHTS, WOULD CAUSE PRODUCER, NBCUNIVERSAL, NETWORK, AND/OR MAIDMETAL IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, I AGREE THAT PRODUCER, NBCUNIVERSAL, NETWORK, MAIDMETAL, AND THEIR ASSIGNEES AND/OR DESIGNEES SHALL BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT WITHOUT A NEED TO POST BOND AND IN ADDITION TO ANY RELIEF THEY MAY SEEK IN ARBITRATION.

I understand that the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* ("FAA") governs any and all of the arbitration provisions contained herein and any arbitration proceeding related to or arising from this Agreement. Notwithstanding the foregoing, this Agreement shall be interpreted under the laws of the State of California, to the extent they do not conflict with the FAA, without regard to the conflicts of law provisions thereof. To the fullest extent permitted by applicable law, I agree to waive my right to commence, to become a party to, or to be or remain a participant in, any group representative, class, collective, or hybrid class/collective action in any court arising from or relating to this Agreement or my participation on the Program in any way. Further, I waive my right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class/collective action claim in arbitration or any other forum arising from or relating to this Agreement or my participation on the Program in any way, unless otherwise prohibited by applicable law. I agree that any claim by me shall be heard in arbitration without consolidation of such claim with any other person or entity's claim, except as otherwise agreed to by Producer and me.

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 SAG-AFTRA) 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. If I am not at least 18 years of age, I agree to have my parent(s) or legal guardian(s) sign the acknowledgement at the end of this Agreement.

I represent and warrant that all information I am providing to Producer on this Agreement 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.

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 Producer and me.

**AGREED AND ACCEPTED:**

SIGNATURE: \_\_\_\_\_ PHONE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
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(S) OR LEGAL GUARDIAN(S) 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: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_  
RELATIONSHIP TO MINOR: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_  
RELATIONSHIP TO MINOR: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_