



## QUARTET SHOWCASE

**DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THIS RELEASE IN ITS ENTIRETY**

### PERSONAL RELEASE

In full and complete consideration of Central City Productions, Inc., producers of the Stellar Gospel Music Awards ("Producer"), possibly including me as a participant the Stellar Quartet Showcase (the "Event"), including, but not be limited to, the interview, audition, and elimination processes 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 include me in the Event, or broadcast my appearance in the Event, if any, I hereby agree as follows:

I grant to Producer and its 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 appearance, name, likeness, voice, singing voice, conversation, sounds and biographical data on or in connection with the Event in any manner in Producer's sole election and discretion, which use shall not entitle me to receive any compensation whatsoever. I agree that Producer is the sole owner of all results and proceeds of such film, tape, photography and/or recording and my appearance thereon, with the right for Producer and its successors, assigns, and licensees, forever and throughout the universe, to use the same and any portion thereof 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 all other types of exploitation of the Event or any part thereof (including but not limited to the promotion of third-party sponsors), or in any manner whatsoever. Producer shall also have the unrestricted right to edit the content of the Event in any manner or form.

In addition to the rights granted elsewhere in this Release, I understand and agree that if my appearance, name, likeness, voice, singing voice, conversation, sounds and/or biographical data is used in connection with the Event, I may be required, in consideration of Producer possibly including my appearance, name, likeness, voice, singing voice, conversation, sounds and/or biographical data in the Event, and at Producer's election, to enter into the following agreements with Producer and/or Producer's designee(s), the terms of which shall be subject to good faith negotiation:

- an agreement for the management of my career in the entertainment industry (including, but not limited to, my acting, singing, songwriting, or other services); and (b) an agreement for the use of my name, voice, conversation, likeness and biography in connection with advertising, endorsements, merchandising, and/or sponsorships. I understand and agree that such agreements shall become fully effective only at the election of Producer and/or Producer's designee(s), which election shall occur on or before that date which is three (3) months from the date of the initial Stellar Quartet Showcase in Las Vegas, NV on Thursday, March 22, 2018.

I understand that if I am asked to perform for the next round of the competition, I will be required to demonstrate to the satisfaction of Producer prior to such participation that I am not a party to a current agreement relating to the use of my name, voice and/or likeness; an exclusive acting contract; or any other contractual arrangement (written or oral) that, in Producer's sole discretion, would prohibit me from participating fully in the Event and/or entering into any contracts required by Producer. In addition, I will be required to represent and warrant to Producer that I will not enter into any such agreement(s) during the Election Period, without Producer's prior written consent. I acknowledge that Producer may require me to sign further documents as a condition of my participation in the Event.

I acknowledge and agree that Producer shall have the right to (a) include any or all such information and appearances, depictions or portrayals in the Event as edited by Producer in its sole discretion, and (b) broadcast and otherwise exploit the Event containing any or all such information and appearances, depictions or portrayals in any manner whatsoever in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity.

In the event I perform or display any original material on the Event 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, the rights necessary to perform and/or display the Material on the Event and the rights required to exploit the Event 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 agree to follow all of Producer's rules, directions and instructions in all matters relating to the Event, which rules, directions and instructions 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 audition process and contestant selection) as final and acknowledge that the interests of the Event 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 or callback. In the event I am granted a spot to perform at the Stellar Quartet Showcase, I agree that my selection as a contestant for the Event 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 Event should I at any stage supply untruthful, inaccurate or misleading personal information, fail to abide by the rules or regulations of the Event, 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 broadcast my appearance on, the Event and may disqualify me at any time in its sole discretion.

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 Release by me.

I hereby release, discharge, and hold harmless Producer, its assignees, licensees, agents, and affiliates, television broadcasting stations, advertising agencies, and any and all others connected with the Event, 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 Event and the use or reuse of my appearance, name, voice, singing voice, likeness and/or biographical information and I agree not to make any claim against Producer or the Released Parties as a result of my participation in the Program and in connection with any use or reuse of my appearance, name, voice, singing voice, conversation, likeness and/or biographical information (including, without limitation, any claim based upon defamation or invasion of privacy and/or publicity). In addition, I agree to indemnify Producer and the other Released Parties and to hold each of them harmless from any and all liability, claim, action, damage, expense (including reasonable attorney's fees), and loss of any kind caused by or arising out of any statement, action or failure to act by me during or in connection with my participation in the Event. In no event shall I have any right to injunctive or other equitable relief against any of the Released Parties in connection with the Event.

I acknowledge that there is a possibility that after my execution of this Release, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Release was executed and which, if known by me at that time, may have materially affected my decision to execute this Release. I acknowledge and agree that by reason of this Release, I am assuming any risk of such unknown facts and such unknown and unsuspected claims.

I warrant that I have the full, complete and unrestricted right and authority to enter this Release. I am not a candidate for public office. I agree that my appearance in the Event, 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 not to disclose or discuss events related to the Event, 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 Event or my appearance in connection therewith. I shall not use the name of the Event in any way at any time without Producer's prior written approval in each instance.

I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

FIRST NAME \_\_\_\_\_ LAST NAME: \_\_\_\_\_

QUARTET NAME \_\_\_\_\_

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

CELL PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

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