



## **INTERVIEW AGREEMENT AND NAME AND LIKENESS RELEASE ("Agreement")**

I have completed and submitted the Student Application ("Application") to be considered by Are You Smarter Productions, Inc. ("Producer") to become a participant on Producer's primetime competition program currently entitled "Are You Smarter Than a Fifth Grader?" ("Program").

By submitting the Application and in exchange for and as inducement to Producer further considering me to become a participant on the Program, I irrevocably grant to Producer the right to interview me and to film and record such interview(s) and my statements and appearances therein, including without limitation voice, actions, likeness, name and appearance (collectively "Likeness"). I hereby consent to the use and reuse by Producer and Fox Broadcasting Company ("FOX") and any of their respective licensees, assigns, parents, subsidiaries, divisions, business units or affiliated and related entities and each of their respective employees, agents, officers and directors (collectively "Releasees") of my Likeness in any and all media now known or hereafter devised, throughout the universe, in perpetuity, in or in connection with the Program or any other production. I agree that Releasees may use all or any part of my Likeness and may alter or modify it, regardless of whether or not I am recognizable. I further agree that Producer exclusively owns all right, title and interest in and to the Application that I have provided in connection with the Program and any other material provided by me in connection with the Program, including, but not limited to, the interview(s), any and all information I have supplied in the interview(s) or otherwise (including biographical information, photographs and/or videotapes of me and/or others, and any other materials), any and all other information Producer has received from other sources, and any reproductions or recordings of any nature of any of the foregoing, in whole or in part (collectively, the "Materials"), and I hereby grant and assign all rights therein and thereto including, without limitation, the right to use the Materials and my Likeness in any and all media now known or hereafter devised, throughout the universe, in perpetuity.

I further agree that Releasees may use my Likeness and the Materials in connection with any and all promotion, publicity, licensing, marketing, merchandising, and advertisement for the Program or for any of the Releasees in any manner whatsoever, or for any other purpose and manner whatsoever. I grant the rights hereunder whether or not I am selected to participate in the Program. I acknowledge and agree that the Materials may be edited, cut, rearranged, adapted, dubbed or otherwise revised or modified for any such purposes by Producer in its sole discretion and I waive the exercise of any "moral rights" and "droit moral" and any analogous rights, however named. I release Releasees from any and all liability arising out of their use of my Likeness and/or the Materials. Notwithstanding the foregoing, I agree that Releasees are under no obligation to use my Likeness and/or the Materials in the Program or otherwise or to exercise any other rights, licenses or privileges granted to Releasees herein.

I understand and acknowledge that Producer's use, if any, of my Likeness or Materials does not fall under the jurisdiction of any SAG or AFTRA agreements. My appearance and participation in any aspect of the Program, including but not limited to my application thereto, is not a performance, and I am not portraying any role or part or taking direction as a performer, but am appearing as myself. I understand that my appearance and/or Producer's depiction and/or portrayal of me in connection with my application to the Program or otherwise, and my actions and the actions of others in connection therewith, may be disparaging, defamatory, embarrassing and/or of any otherwise unfavorable nature, may expose me to public ridicule, humiliation and/or condemnation and/or may portray me in a false light. I agree not to make any claim against Releasees as a result of the recording and/or use of my Likeness and/or the Materials (including, without limitation, any claim of copyright and/or trademark infringement, defamation, slander or false/negative light and/or that such use invades any right to privacy, personality and/or publicity). I further understand and acknowledge that Producer's use, if any, of my Likeness or Materials is not considered employment, and does not entitle me to wages,

salary or other compensation under any collective bargaining agreement or otherwise. Nothing herein contained shall be deemed to constitute an employment relationship, joint venture or partnership between me and Producer, nor shall I be deemed Producer's agent or representative for any purpose.

I represent and warrant that I have had the opportunity to review this Agreement before signing it. Any waiver of any term of this Agreement in a particular instance shall not be a waiver of such term for the future. In no event will I be entitled to rescind this Agreement or to seek injunctive or any other equitable relief, or to interfere in any way with the development, production, distribution or other exploitation of the Program. I agree that the invalidity or unenforceability of any part of this Agreement shall in no way affect the validity or enforceability of any of the remainder of this Agreement. This Agreement shall be governed by the laws of the State of California (but not its conflict of law rules) as applicable to agreements wholly negotiated and to be performed within California by residents thereof. I agree that any and all disputes or controversies arising under this Agreement or any of its terms, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this Agreement, or any provision thereof, shall be resolved by binding arbitration before a single, neutral arbitrator, who shall be a retired judge of a state or federal court. All arbitration proceedings shall be conducted under the auspices of the American Arbitration Association, under its Commercial Arbitration Rules, through its Los Angeles, California office. I agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties. This Agreement constitutes the entire agreement and understanding between me and Producer concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements and agreements, written and oral, relating thereto. I understand that this Agreement cannot be changed or terminated except by a written instrument signed by Producer and me. This Agreement and the rights hereunder may be freely assigned by Producer. Notwithstanding anything to the contrary set forth above, I understand that I shall have the right to revoke this Agreement, in its entirety, by so notifying Producer in writing by certified mail, return receipt requested, addressed to Are You Smarter Productions, Inc., 640 N. Sepulveda Blvd., Los Angeles, CA 90049, Attention: Business and Legal Affairs, and postmarked not later than three (3) days after the date of my execution of this Agreement. In the event of such revocation, this Agreement shall be null and void; however, any other agreements executed by me shall remain in full force and effect.

I have signed this Agreement on \_\_\_\_\_, 2007.

Minor Signature: \_\_\_\_\_

Print Minor Name: \_\_\_\_\_

**PARENTAL CONSENT**

I represent and warrant that I am the parent(s) or legal guardian(s) of the minor whose name appears above, I acknowledge that I have read the foregoing Agreement and am familiar with each and all of the terms contained therein, I am satisfied that the Agreement is fair and equitable, and I hereby give my express consent to its execution by my child/ward and will not revoke my consent at any time. I hereby fully and unconditionally guarantee the performance of my child's/ward's obligations as set forth in the above Agreement.

\_\_\_\_\_  
**Signature of Parent or Guardian** Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Relationship to minor

( \_\_\_\_\_ )  
Phone

\_\_\_\_\_  
Address (Street)

\_\_\_\_\_  
(City) (State) (Zip)

**VIDEO RELEASE**

For promotional consideration and other good and valuable consideration herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being the legal owner of still images and video (including all audio, copyrights, trademarks, and/or service marks and insignias therein) (collectively, "Video") submitted in connection with the attached "Are You Smarter Than a Fifth Grader?" student application, does hereby grant to Are You Smarter Productions, Inc. (collectively, "Producer") and Producer's representatives, agents, employees, contractors, successors, licensees and assigns the full and irrevocable right and license to use, photograph, reproduce and incorporate the Video and the images and audio thereof in and in connection with the television series currently being produced by Producer (the "Program"). Producer shall solely own all rights in and to the Program, including without limitation the copyright in the Program and any advertising, promotional and marketing materials for the Program. Producer shall have all rights to use the Program, including without limitation images and/or footage of the Video, in any and all manners and media, whether now known or hereinafter devised, throughout the universe in perpetuity, in any and all languages. The undersigned also consents to the use of the Video in connection with the promotion, advertising, marketing, and merchandising of the Program.

The undersigned hereby waives any right that the undersigned may have to inspect or approve the finished Program or the advertising copy or printed matter that may be used in connection therewith. In no event shall the undersigned have the right to terminate the rights granted to Producer hereunder or to enjoin, restrain, or otherwise interfere with the development, production, distribution or other exploitation of the Program or the rights granted to Producer herein.

The undersigned represents and warrants that it is the owner and/or authorized representative of the Video and that it has the authority to grant Producer the permission and rights herein granted, and that no one else's permission is required, including the rights of those recorded in the Video. The undersigned shall defend, indemnify and hold Producer, its affiliated and related entities, shareholders, officers, directors, employees, contractors, and agents, and each of their successors and assigns harmless from and against any and all claims based upon or related to (i) a breach of any of the undersigned's representations, warranties or agreements hereunder, (ii) the negligence or willful misconduct of the undersigned or the undersigned's agents, employees, contractors or representatives, and (iii) materials appearing in the Program that were provided to Producer by the undersigned (including any and all images contained within the Video and other intellectual property owned or controlled by the undersigned).

The undersigned further represents and warrants that the undersigned is at least eighteen years old and has the full right and authority to execute this release and to grant the rights granted to Producer hereunder. The undersigned agrees that the undersigned will not bring any claim (including without limitation any copyright, trademark, right of publicity, defamation, or false/negative light claim) against Producer and Producer's representatives, agents, employees, successors, licensees and assigns relating to or arising in any manner from the appearance, incorporation or use of the Video or any element thereof (including without limitation any blurring, distortion or alteration of the Video, whether intentional or otherwise, that may occur, whether or not the foregoing may subject the undersigned to ridicule, scandal, reproach, scorn or indignity). The undersigned acknowledges that in no event shall Producer be obligated to use the Video in the Program or otherwise or to exercise any other rights, licenses or privileges granted to Producer hereunder.

This release shall be binding upon the undersigned and the undersigned's heirs, representatives, agents, employees, contractors, successors, licensees and assigns.

**ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007:**

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

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

PHONE #: \_\_\_\_\_

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

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

\_\_\_\_\_