

DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THE FOLLOWING:

PERSONAL RELEASE

DATE: _____

Dance Nation Productions, Inc.
7800 Beverly Blvd, Suite 251
Los Angeles, Ca 90036
Attn: Business/Legal Affairs Department

PROGRAM: *So You Think You Can Dance*

Ladies and Gentlemen:

In full and complete consideration of your possibly including my appearance and participation in one (1) or more episode(s) of the television series entitled *So You Think You Can Dance* ("Program") and without any further consideration due from you or any third party to me and with the understanding that you, in your 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, photograph, record, exhibit, edit, and/or otherwise use my appearance, name, likeness, voice, conversation, sounds, statements, performance(s), and biographical data (collectively, my "Appearance") on or in connection with the Program in any manner in your sole election and sole discretion. I agree that you are the sole owner of all the results and proceeds of such film, tape, photography, and/or recording and my Appearance thereon with the right for yourselves and your 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, publicity, and any and all other types of exploitation of the Program or any part thereof in any manner whatsoever. You shall also have the unrestricted right to edit the content and text of the Program in any manner or form.

I understand that I may reveal and other parties may reveal information about me that is of a personal, private, embarrassing or unfavorable nature, which information may be factual and/or fictional. I further understand that my appearance, depiction and/or portrayal in the Program may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature which may expose me to public ridicule, humiliation or condemnation. I acknowledge and agree that you shall have the right to (a) include any or all such information and appearances, depictions or portrayals in the Program as edited by you in your sole discretion, and (b) to broadcast and otherwise exploit the Program containing any and 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 Program created, written or otherwise controlled or provided by me, for example music, lyrics, choreography, photography, film, videos, clothing, etc., (collectively called the "Material"), I hereby grant to you without charge, the rights necessary to perform and/or display such 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, warrant, and confirm I am the sole owner of all right, title and interest in and to the Material, including, without limitation and as applicable, any copyright, trademark and/or tradename thereof. I further represent, warrant and confirm I have the right to grant every right granted herein, and that no other person's, (including any other person appearing in the Material), or entity's permission or license is required. I agree to indemnify and hold you harmless in connection with any claim or cause of action arising from a breach of my representations and warranties hereunder.

I agree to follow all of your rules, directions and instructions in all matters relating to the Program, which rules are subject to change at your sole discretion. I will accept any and all of your decisions on discretionary matters (including but not limited to the 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 your sole discretion and that you are not obligated to select me. I acknowledge that you reserve the right, exercisable at any time in your 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 you are not obligated to have me appear on, or to broadcast my appearance on the Program and may disqualify me at any time at your sole discretion.

I recognize that you are 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.

I hereby release, discharge, and hold harmless you, your related parent companies, affiliates, subsidiaries or designees, and Fox Broadcasting Company (including their respective related companies and the officers, board members, directors, employees, representatives, assigns, licensees, exhibitors, and sponsors, as well as the successors and assigns thereof) 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 the use and exercise of the rights granted to you herein. In no event shall I have any right to injunctive or other equitable relief against any of the released parties in connection with the Program.

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 have been advised of the existence of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOUR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY, AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provision, this release shall constitute a full release in accordance with its terms; I knowingly and voluntarily waive the provisions of Section 1542 as well as any other statute, law or rule of similar effect.

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 is 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 is an offense to use any prepared material containing such a promotion where I know the writer received consideration for it and to fail to disclose this to you prior to broadcast. I shall notify you immediately if any person attempts to induce me to violate the foregoing or to do anything dishonest.

I warrant to you that I am between the ages of 18 and 30 years of age and have the full, complete and unrestricted right and authority to enter into this Agreement; that I am not a member of AFTRA, SAG, or any other performing arts guild. If I am, or have ever been, a member of any performing arts union or guild, my participation as a contestant on the Program or in the audition process, if any, does not constitute a performance or appearance as defined by any performing arts union or guild, nor does it entitle me to any wages or salary or other similar compensation. I further warrant to you that I am not a candidate for public office.

I agree and understand that this release shall be deemed entered into in Los Angeles County, California and that it shall be governed by and interpreted under the law of California and by the courts of Los Angeles County. I agree not to disclose or discuss events related to the Program, or authorize any third party to do the same, without your prior written approval. 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. I shall not use the name of the Program in any way at any time without your prior written approval in each instance.

AGREED AND ACCEPTED:

SIGNATURE: _____ PHONE NO: _____
PRINT NAME: _____ ADDRESS: _____
DATE: _____

****NOTE:**

- 1. TO CONTESTANTS AND NON-COMPETING DANCE PARTNERS - IF YOU ARE A RESIDENT OF ALABAMA, OR NEBRASKA AND ARE UNDER THE AGE OF 19, OR IF YOU ARE A RESIDENT OF MISSISSIPPI AND ARE UNDER THE AGE OF 21, THEN, A PARENT OR LEGAL GUARDIAN MUST SIGN BELOW.**
- 2. TO NON-COMPETING DANCE PARTNERS - IF YOU ARE UNDER THE AGE OF 18, A PARENT OR LEGAL GUARDIAN MUST 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, that I will indemnify you against all claims, liabilities, and expenses with respect to said agreement, and that knowing of your reliance hereon, I agree to cause said person to adhere to all of the provisions of said agreement.

SIGNATURE: _____ PHONE #: _____
PRINT NAME: _____ ADDRESS: _____
