

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

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

PROGRAM: American Idol
DATE: _____
CITY: _____

Ladies and Gentlemen,

In full and complete consideration of Producer possibly including me in one or more episode(s) and/or digital promotions and testimonials of the television series currently entitled "American Idol" (the "Program"), intended for initial exhibition on the ABC Television Network owned by American Broadcasting Companies, Inc. ("Network") 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 irrevocably grant to Producer and its designees, successors, licensees and assigns, the right and license, but not the obligation, to film, tape, photograph, and make video and sound recordings of me (collectively, "Recordings") and to broadcast, exhibit and otherwise use the Recordings, my appearance, name, likeness, voice, singing voice, conversation, sounds, biographical data, and any photographs, videotapes, audio recordings or other materials provided by me on or in connection with the Program in any manner in Producer's sole election and sole discretion, which use shall not entitle me to receive any compensation whatsoever. I agree that Producer is the sole owner of all the results and proceeds of the Recordings and my appearance thereon, which shall be considered "works-made-for-hire" as part of a motion picture or other audiovisual work under U.S. copyright law, 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, online exploitation, and publishing, for any commercial and non-commercial purposes, including without limitation, the advertising (including at physical locations), commercial tie-ins, sale, promotion, publicity, marketing, merchandising, distribution, publicizing and any and all other types of exploitation of the Program or any part thereof (including but not limited to the promotion of third party sponsors) or in any manner whatsoever. If any of such Recordings are not deemed "works-made-for-hire," I hereby irrevocably assign to Producer the entire copyright and all other rights in and to such Recordings (and where any such Recordings are not in existence at the date hereof, by way of present assignment of future copyright), throughout the universe for the full period of copyright and all renewals and extensions thereof, and thereafter for the maximum period permitted by law. Producer shall also have the unrestricted right to edit, alter, cut, rearrange, adapt, dub, or otherwise revise or modify the Recordings in any manner or form and I waive the exercise of any "moral rights" I may have with respect to the Recordings.

I further grant Producer and its designees the right to use and license others to use my name, voice, image, likeness and biographical information in and in connection with the Recordings, whether as part of the Program or otherwise, or in connection with advertising, programming and publicity materials for the Program (including, without limitation, commercial tie-ins) and/or Producer, Network and/or any network authorized to air the Program any of their respective parent, subsidiary, related entities or affiliates, sponsors of the Program, and for the institutional purposes of Producer and Network and/or their respective affiliated entities, throughout the universe, in any and all media, now known or hereafter devised, in perpetuity.

I understand that I may reveal, and Producer and other third 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 understand that my appearance and/or portrayal in and in connection with the Program may be disparaging, defamatory, embarrassing and/or of an otherwise unfavorable nature which may expose me to public ridicule, humiliation or condemnation. Notwithstanding the foregoing, I acknowledge and agree that Producer may use any such appearance and/or portrayal in and in connection with the Program, as edited by Producer in its sole discretion, and in any and all other manner whatsoever in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity, including without limitation, in all forms of promotion and publicity for the Program and for Network.

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 designees, without charge, a non-exclusive, irrevocable license to perform and/or display the Material in and in connection with the Program and in promotion and publicity therefor, and the rights required to exploit the Program and the ancillary rights therein, inclusive of the Material, including without limitation, a direct public performance license, in any and all media now known or hereafter devised, and for any other purpose, throughout the universe in perpetuity.

I understand and agree that my participation in the Program does not qualify me as a contestant on the Program and that my participation does not constitute an audition. 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.

I recognize that Producer is relying on my representations herein and that a breach by me hereunder would cause Producer irreparable 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.

I hereby release, discharge and hold harmless Producer, its assignees, licensees, agents, and affiliates, FremantleMedia North America, Inc. ("Fremantle"), Network, Industrial Media Inc. ("Industrial Media") and all majority owned subsidiaries (including, but not limited to, 19 Entertainment Limited, 19 Entertainment, Inc., 19 Recording Services, Inc., 19 Recordings Limited 19 TV Limited, 19 Recordings, Inc., and 19 Publishing, Inc. (collectively, "19 Companies")), Telescope, Inc., any Program sponsors, all television broadcasting stations, sponsors and 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"), from any and all liability or 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 and/or appearance in and in the Program and/or the use and exercise of any rights granted by me herein. The foregoing includes but is not limited to claims based on libel, slander, defamation, invasion of privacy, publicity or personality, emotional distress, misrepresentation, infringement of any rights of any third party, negligence, personal injury and property damage.

I acknowledge that there is a possibility that after my execution of this Agreement, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed and which, if known by me at that time, may have materially affected my decision to execute this Agreement. I acknowledge and agree that by reason of this Agreement, and the release contained in the preceding paragraph, 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 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.

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, and acknowledge and agree that this waiver is an essential and material term of this release and this Agreement and that without such waiver, Producer would not have accepted this Agreement or my participation in the Program. I acknowledge that I understand the significance and consequence of such release and specific waiver of Section 1542.

I acknowledge and agree that I may be provided with knowledge and/or information (or access publicity to knowledge and/or 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. 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, Fremantle, Network, Industrial Media, 19 Companies, Telescope, Inc., Program sponsors, and their affiliates, licensees, successors and assigns, and their production and trade practices. I represent and warrant that I will not 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 ("wiki"); 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, YouTube or any other similar website or service, whether existing now or in the future. 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 anyone associated in any manner with the Program, or any representative of any television network or station for Producer's undertakings hereunder. I understand 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 an 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 Producer prior to broadcast. I shall notify Producer immediately if any person attempts to induce me to violate the foregoing or to do anything dishonest.

Both Producer, on behalf of itself and Network, and I acknowledge, understand and agree that if any dispute, controversy or claim arising out of or relating to my potential appearance on or participation in and in connection with the Program and/or this Agreement cannot be settled through direct discussions, the parties agree to endeavor first to settle the controversy or claim by a mediation administered by JAMS under its applicable rules. IF ANY SUCH MATTER IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THEN THE PARTIES AGREE THAT THE CONTROVERSY OR CLAIM, INCLUDING THE 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. I AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT SHALL BE LIMITED TO AN ACTION FOR MONETARY DAMAGES AND THAT IN NO EVENT SHALL I BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS AGREEMENT OR SEEK OR OBTAIN INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. 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, FREMANTLE'S, NETWORK'S, INDUSTRIAL MEDIA'S 19 COMPANIES'S, AND TELESCOPE, INC.'S INTELLECTUAL PROPERTY RIGHTS, WOULD CAUSE PRODUCER, FREMANTLE, NETWORK, TELESCOPE, INC., INDUSTRIAL MEDIA AND 19 COMPANIES IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, I AGREE THAT PRODUCER, FREMANTLE, NETWORK, INDUSTRIAL MEDIA, 19 COMPANIES, AND TELESCOPE, INC. SHALL BE ENTITLED TO SEEK OR OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT.

I represent and warrant that I am at least 18 years of age and have the full, complete and unrestricted right and authority to enter into this Agreement. If I am not at least 18 years of age, I agree to have my parent or legal guardian sign the acknowledgement at the end of 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. I agree I am not a candidate for public office.

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. This Agreement may be freely assigned by Producer. The 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 both Producer and me.

AGREED AND ACCEPTED:

SIGNATURE: _____

PHONE: _____

PRINT NAME: _____

DATE OF BIRTH *: _____

*For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.

ADDRESS: _____

IF THE ABOVE INDIVIDUAL IS UNDER THE AGE OF 18 YEARS, THE PARENT OR LEGAL GUARDIAN 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 (the "Agreement") (the "Minor"), and I am entitled to the sole and complete custody, care and control of said Minor, that I have read and understand the nature and extent of all rights granted to Producer by Minor, and fully consent, approve and agree to participation of Minor in and in connection with the Program pursuant to the 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 and hold harmless the Released Parties (as defined in the Agreement) against all claims, liabilities and expenses (including attorneys' fees) 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. I agree that I will be responsible for the conduct and well-being of said Minor at all times during said Minor's participation in the Program, if any. 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.

Furthermore, in consideration of Producer possibly including me and/or Minor in the Program, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Agreement (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the auditioning for and/or participation of the Minor in the Program, if any (including but not limited to the taping of my appearance in connection with the Program and the audition process, the use of my name, voice, likeness, etc., in the Program) and my agreement not to disclose or discuss or authorize any third party to disclose or discuss, any events related to the Program without Producer and Network's prior written approval.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

PHONE #: _____

ADDRESS: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

PHONE #: _____

ADDRESS: _____

EMAIL: _____