

**“HIGH SCHOOL IDOL”  
AUDITION AGREEMENT AND RELEASE**

**To be signed by parent or guardian and brought to the audition.**

As a condition to being auditioned for the television series currently entitled “HIGH SCHOOL IDOL” (the “Program”), you hereby represent and warrant that the following statements are true and correct and that you agree to the terms and conditions contained herein:

1 You agree that you are entering into this agreement in consideration of Producer considering you for an audition for the Program and that the broadcast or other use of the Program in which you appear, if any, and any use of your name, voice, singing voice, likeness and biographical information, as the same may be edited, cut, rearranged, adapted, dubbed or otherwise revised, if applicable, by Producer, will not entitle you to receive any wages, benefits, fees or other compensation whatsoever.

2 You are a legal U.S. resident, 14 to 18 years old and will be enrolled in a Sarasota County School as of August 18, 2009.

3 You are not, nor is any member of your immediate family or those living in your household, an employee or representative of any person employed at The Education Channel.

4 You have not and will not enter into any commercial or other sponsorship agreement or arrangement with any person, firm or company with respect to your appearance on the Program, if any, without Producer’s prior approval.

5 Any time you may appear on camera, you agree not to wear any article of clothing bearing a designer name, sports or other logo, or bearing the name or likeness of a celebrity, living or dead, or inappropriate sayings or language or symbols, or deemed indecent or inappropriate by the Producer.

6 You agree to follow all of Producer’s rules, directions and instructions in all matters relating to the Program (including during the interview, audition and contestant selection process), which rules are subject to change at Producer’s sole discretion. You further agree that any and all prizes are subject to change at Producer’s sole discretion. You will accept any and all decisions of Producer on discretionary matters (including, but not limited to, the audition process and contestant selection and all decisions relating thereto) as final and acknowledge that the interests of the Program shall override those of any participant. You agree that your selection as a contestant is within Producer’s sole discretion and that Producer is not obligated to select you. If you are selected, you agree that Producer is not obligated to have you appear on, or to broadcast your appearance on the Program and may disqualify you at any time at its sole discretion.

7 You understand and agree that if you advance in the competition, you may be required to fill out, sign and agree to other contracts. If you are under 18 years of age, you understand and agree that both you and your parent or legal guardian must agree to sign all forms and that you and your parent or legal guardian will cooperate with Producer in having such forms court approved, if necessary.

8 You consent to Producer’s filming, taping and/or recording of you, with or without your knowledge, for use in connection with the production and use of the Program. You hereby grant to Producer, or its assignees, and affiliates, the right in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity to use and reuse your appearance during all phases of the production of the Program (including

but not limited to the interview and audition process), including but not limited to, the right to use your name, voice, singing voice, likeness and biographical information, in any manner whatsoever at Producer's sole discretion. You agree that the Program and any recordings or other reproductions thereof may be edited, cut, rearranged, adapted, dubbed or otherwise revised for any purposes, including, without limitation, your appearance, name, voice, singing voice, likeness and/or biographical material.

9 In the event you perform any original music on the Program written by you, or by any other person, and such music is not currently being administered by a music publisher, you represent and warrant that prior to your performance of such original music on the Program, you will obtain all rights necessary (including but not limited to, music publishing and synchronization rights) to perform such music on the Program and to grant to Producer, without charge, the rights required to use the Program and the ancillary rights therein in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity.

10 You acknowledge and agree that in the event you are chosen to continue into the following rounds of Auditions and Competitions that you are available to participate on those dates. Those chosen to continue on to the November competition will be given full details at that time and must be registered students in the Sarasota County School system for the school year 2008 – 2009.

11 You hereby release Producer, its assignees and affiliates, Sarasota County School Board, television broadcasting stations, sponsors, advertising agencies, and any and all others connected with the Program from any and all liability or claims arising out of or in any way resulting from your participation in the Program, foreseen or unforeseen, including but not limited to the interview and audition process, and the use or reuse of your appearance, name, voice, singing voice, likeness and/or biographical information. You agree not to make any claim against Producer or such other persons and/or entities connected with the Program as a result of your participation in the Program and in connection with any use or reuse of your appearance, name, voice, singing voice, likeness and/or biographical information, including, without limitation, any claim that such use invades any right of privacy and/or publicity, libel or slander.

12 You acknowledge that there is a possibility that after your execution of this agreement, you 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 you at that time, may have materially affected your decision to execute this agreement. You acknowledge and agree that by reason of this agreement, and the release contained in the preceding paragraph, you are assuming any risk of such unknown facts and such unknown and unsuspected claims. Notwithstanding such provision, this release shall constitute a full release in accordance with its terms.

13 You agree to indemnify Producer, Sarasota County School Board, television broadcasting stations, sponsors, advertising agencies, and all other persons and/or entities connected with the Program and to hold Producer and such other persons and/or entities harmless from any and all liability, claim, action, damage, expense, and loss of any kind caused by or arising out of any statement, action or failure to act by you during or in connection with your participation on the Program.

14 You have truthfully and accurately completed this application form and the answers and information you have supplied are in no way untruthful, inaccurate or misleading. You acknowledge that Producer reserves the right, exercisable at any time at its sole discretion, to disqualify you from the competition or audition process should you at any stage supply untruthful, inaccurate or misleading personal details and information, fail to abide by the rules or regulations of the Program, or otherwise breach the terms contained herein.

15 Any and all information disclosed to or obtained by you concerning or relating to the Program, the contestants, the events contained in the Program, the outcome of the Program

and/or contest, Producer, Sarasota County School Board and the terms and conditions of this agreement shall be strictly confidential. You agree that you will NOT disclose to any third party any information which you have had or will have access to concerning the Program, the other contestants, their friends or families, Producer, Sarasota County School Board, and The Education Channel programming or other services, or the terms and conditions of this agreement except as required to fulfill your obligations hereunder; as expressly authorized by Producer in writing; or as required by law. You also agree that you will not disclose any such information to any contestant, individual or entity including, without limitation, any members of the press. You further agree not to make disparaging remarks about the Program or any elements thereof. You acknowledge that any disclosure of such information will constitute a material breach of this agreement and will cause Producer and the Channel substantial and irreparable injury and will result in disqualification from the contest and forfeiture of any and all cash and/or prizes that you may have been entitled to for participating in the Program. **You also agree not to make any personal appearance for anyone other than Producer and/or Sarasota County School Board or make any statement to any media person or service with respect to the Program without Producer's and/or channel's prior written approval as set forth in this agreement.**

16 You agree that this Audition Agreement and Release shall be governed by the laws of the State of Florida for contracts entered into and wholly performed therein and the venue for any disputes shall be the state and federal courts located in Sarasota County, Florida.

**YOU AGREE TO THE CONDITIONS SET OUT ABOVE AND THAT ALL THE INFORMATION GIVEN IN THIS FORM MAY BE USED IN THE PROGRAM AT THE PRODUCER'S SOLE DISCRETION.**

**SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

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

**PHONE NO.** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_

**IF YOU ARE UNDER 18 YEARS OF AGE, YOU MUST HAVE YOUR PARENT OR LEGAL GUARDIAN COMPLETE THE FOLLOWING:**

**I CONSENT TO THE ABOVE NAMED PERSON APPLYING TO PARTICIPATE IN THE PROGRAM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF**

**THIS AUDITION AGREEMENT AND RELEASE AND AGREE THAT ALL THE INFORMATION GIVEN IN THIS FORM AND THE REGISTRATION FORM MAY BE USED IN THE PROGRAM.**

**PRINT NAME:** \_\_\_\_\_ **(PARENT/LEGAL GUARDIAN)**

**SIGNED:** \_\_\_\_\_ **DATE:**