

Kid Idol Audition AGREEMENT AND RELEASE
Hosted by WSVN and JDCH at Memorial Regional

As a condition to being auditioned for **Kid Idol**, I hereby represent and warrant that the following statements are true and correct and that I agree to the terms and conditions contained herein:

1. I have read both the official rules for **Kid Idol** (“Audition”) and the official rules for **Kid Idol** (“Program”). I agree with and satisfy all terms and conditions outlined in both the official rules of Audition and the official rules of Program.
2. I agree I am not entitled to any wages, benefits, fees or compensation whatsoever for any, if any, use or exploitation of my name or minor’s name, voice, singing voice, likeness and biographical information, and that the same may be edited, cut, rearranged, adapted, dubbed or otherwise revised or manipulated and can be broadcast or distributed, if applicable, by WSVN Television, (“Event Producer”), Fox Broadcasting Company, Joe DiMaggio Children’s Hospital, Memorial Regional Hospital or any of their related companies or subsidiaries.
3. I agree that WSVN Television, Fox Broadcasting Company, are the sole owners of all results and proceeds of any program, that may include the use and exploitation of my name and minor’s name, voice, singing voice, likeness and biographical information, in any media now known or hereafter devised.
4. I agree I am the legal parent/guardian of the minor, 10 – 17 years of age who is auditioning for Kid Idol.
5. I agree to the fact that I or a talent agent or manager does not represent my minor, or party to any contract, either alone or as a member of a group, for anything entertainment related including non-musical categories of entertainment (including but not limited to modeling or acting).
6. I am not, nor is the minor auditioning or any member of my immediate family (including those living in my household), an employee, shareholder, officer, director, agent or representative of any person or entity connected with the production, administration or judging of the Audition or in any way connected with the, including but not limited to WSVN Television., Sunbeam Television Corporation. (“Series Producer”), Fox Broadcasting Company (“Network”), or any of their respective parent companies, affiliates, subsidiaries, agents or representatives.
7. I have not and will not enter my minor into any commercial or other sponsorship agreement or arrangement with any person, firm or company with respect to my appearance in the Audition without prior approval of the Event Producer, Series Producer.
8. I agree, the minor auditioning will adhere to all of the Audition’s rules, directions and instructions in all matters relating to the Audition (including during the interview, audition and/or contestant selection process), which rules are subject to change at the Event Producer’s sole discretion. I further agree, that any and all prizes are subject to change at the Event Producer’s sole discretion. I will accept any and all decisions of the Event 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 Audition shall override those of any participant. I agree that the minor’s selection as a contestant is within the Event Producer’s sole discretion and the Event Producer is not obligated to select my child. If my child is selected for Audition, I agree the Event Producer is not obligated to have me or my child appear on, or to broadcast his/her appearance on any program and may disqualify him/her at any time in its sole discretion.
9. I understand and agree if my child advances in the competition, I will be required to fill out, sign and agree to other contracts, including without limitation, a waiver contract. Because my child is under 18 years of age, I understand and agree that both the minor and parent or legal guardian, must agree to sign each of the forms and I will cooperate with Event Producer, Series Producer, Network, and their respective parent companies, affiliates, subsidiaries, agents or representatives.

10. I further understand that my child's appearance, depiction and/or portrayal in Kid Idol may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature which may expose him/her to public ridicule, humiliation or condemnation. I acknowledge and agree the Event Producer shall have the right to (a) include any or all such information and any or all such appearances, depictions or portrayals in any program or broadcast as edited by the Event Producer in its sole discretion, and (b) to broadcast and otherwise exploit any or all such information and any or all such 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.
11. If the minor performs any original music in the Audition written by him/herself, or by any other person, and such music is not currently being administered by a music publisher, I represent and warrant that prior to his/her performance of such original music in the Audition, I (parent/legal guardian) will obtain all rights necessary (including but not limited to, music publishing and synchronization rights) to perform such music in the Audition and to grant to the Event Producer the rights required to exploit that Audition 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.
12. I acknowledge and agree that in the event my child is chosen as the winner of **Kid Idol**, we will be available to travel in person to the American Idol Finale on or before May 13, 2015. I understand if we are unable to travel on the dates determined by Series Producers, we (parent/guardian, and winner) must forfeit all **Kid Idol** prizing and that the Event Producers can and will select another contestant to receive all benefits of the prizing.
13. I acknowledge and agree that in the event my minor is chosen as the winner of Kid Idol, I am fully responsible for all applicable federal, state and local taxes on awarded prizes.
14. I agree as a Parent or Legal Guardian of the minor auditioning, I will accompany him/her during the Final Audition, and if he/she is selected as the final winner, I will accompany him/her to the American Idol Finale regardless of the city or location.
15. I hereby release Event Producer, Series Producer, Network, Joe DiMaggio Children's Hospital, Memorial Regional Hospital, its assignees, licensees, agents, and affiliates, Network, television broadcasting stations, sponsors, advertising agencies, and any and all others connected with **Kid Idol** from any and all liability or claims arising out of or in any way resulting from my child's participation in Kid Idol, including but not limited to the audition procedure, process, and the use or reuse of my child's appearance, name, voice, singing voice, likeness and/or biographical information, and I agree not to make any claim against Event Producer, Series Producer, Joe DiMaggio Children's Hospital, Memorial Regional Hospital or such other persons and/or entities connected with the Kid Idol as a result of my child's participation in the Program and in connection with any use or reuse of his/her 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).
16. I consent and agree to the use of both my child's YouTube audition submission, and email of his/her audition performance by Sunbeam Television Corporation (WSVN) at the WSVN studios, name, voice, singing voice, likeness and any musical or sound effects produced by his/her for use in connection with any television or news program, wireless or mobile device and the Internet for all purposes including (advertising, marketing, promotion, merchandising, and the exploitation of any and all ancillary and subsidiary rights), as the same may be edited, in all media now known and hereafter created, throughout the universe, in perpetuity for no compensation, unless otherwise required by law.
17. I acknowledge there is a possibility that after my execution of this agreement, the Event Producer and Series Producer could discover facts or incur or suffer claims which were unknown or unsuspected at the time this agreement was executed and which, if known by the Event Producer and the Series Producer at that time, may have materially affected the decision to execute this agreement. I acknowledge and agree that by reason of this agreement, and the release contained in the preceding paragraph, I will assume 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 FAVOR 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, and acknowledge and agree that this waiver is an essential and material term of this release and this agreement and that without such waiver, the Event Producer and Series Producer would not have accepted this agreement or mine or my child's participation in Kid Idol. I acknowledge that I understand the significance and consequence of such release and specific waiver of Section 1542.

18. I agree to indemnify Event Producers, Series Producer, Network, Audition sponsors, Program sponsors, Joe DiMaggio Children's Hospital, Memorial Regional Hospital advertising agencies, and all other persons and/or entities connected with Kid Idol to hold Event Producer, Program 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 me or my child during or in connection with my and my child's participation in Kid Idol.
19. I have truthfully and accurately completed this application form and the answers and information I have supplied are in no way untruthful, inaccurate or misleading. I acknowledge that the Event Producer or the Series Producer reserves the right, exercisable at any time at its sole discretion, to disqualify the minor from the competition or audition process should I at any stage supply untruthful, inaccurate or misleading personal details and information, fail to abide by the rules or regulations of Kid Idol, or otherwise breach the terms contained herein.
20. Any and all information disclosed to or obtained by me concerning or relating to Kid Idol, the contestants, the events contained in Kid Idol, the outcome of the contest, Producer, Network, Joe DiMaggio Children's Hospital, Memorial Regional Hospital and the terms and conditions of this agreement shall be strictly confidential. I agree that I will NOT disclose to any third party any information which I have had or will have access to concerning Kid Idol, the other contestants, their friends or families, Producer, Network, or the Network's programming or other services, or the terms and conditions of this agreement except as required to fulfill my obligations hereunder; as expressly authorized by Producer in writing; or as required by law. I also agree that I will not disclose any such information to any contestant, individual or entity including, without limitation, any members of the press. I acknowledge that any disclosure of such information will constitute a material breach of this agreement and will cause Producer and the Network substantial and irreparable injury and will cause substantial damages in excess of Five Million Dollars (\$5,000,000), entitling Producer (and/or the Network, as a third party beneficiary of this provision) to, among other things: (1) injunctive or other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me; (2) recovery or disgorgement of the monies and other consideration, if any, I received in connection with such disclosure; (3) forfeiture of any and all cash and/or prizes that me or my child may have been entitled to for participating in Kid Idol; and (4) recovery of the Producer's and/or the Network's damages and attorneys' fees and court costs incurred to enforce this paragraph.
21. I agree that this Audition Agreement and Release shall be governed by the laws of the State of Florida and the State of California for contracts entered into and wholly performed therein and the venue for any disputes shall be the state and federal courts located in Los Angeles County, California.

CONDITIONS & RESTRICTIONS: Parents/Legal Guardian of entrants agree WSVN has the sole right to decide all matters and disputes arising from this promotion and that its decision is final and binding. Winners by acceptance

of their prize, agree to release, indemnify and hold harmless WSVN, Joe DiMaggio Children's Hospital, Memorial Regional Hospital, Gulfstream Park and each of their employees, representatives, contractors, and advertisers, from any and all liability, loss, damage, costs or claims related to any allegation regarding the award of, the receipt of, or the use of their prize. WSVN is not responsible for personal injury of any prize winner incurred in connection with the use of their prize. Winners may be required to provide acceptable proof of identity, and to execute an affidavit of eligibility and release of liability prior to receiving their prize. Winners assume all applicable tax liability for their prize and may be required to submit a completed W9 form (available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>) prior to receiving a prize. If there is any suspected evidence of tampering or technological corruption or if any portion of the promotion is compromised by virus, bugs, worms or unauthorized human intervention or any other causes beyond WSVN, corrupts or impairs the administration, security, fairness, or proper play of the promotion, WSVN reserves the right to terminate or suspend the promotion and select an alternative winner from entries received up to the time of such termination or suspension.

22. ELIGIBILITY. Participants and winner(s) must be U.S. residents at least 10-17 years old with consent from his or her parent or legal guardian. Employees and members of their immediate households, of WSVN and its advertising or promotion agencies, participating retailers or any other companies engaged in the development, production distribution of contest materials are not eligible.