



2009

Personal Release

DO NOT SIGN UNTIL YOU HAVE
COMPLETELY READ THIS RELEASE IN ITS ENTIRETY

In full and complete consideration of Welsh Mountain Medical and Dental Center (WMMDC) possibly including me as a participant in Spring Sing 2009 including, but not be limited to, the audition, and elimination processes (the "Program") and without any further consideration due from WMMDC or any third party to me, and with the understanding that WMMDC, in its sole discretion may choose whether or not to include me in the Program, or record my appearance in the Program, if any, I hereby agree as follows.

I grant to WMMDC and its successors, licensees and assigns, the irrevocable right, but not the obligation, with or without my knowledge, to film, tape and/or photograph, record, exhibit, edit and otherwise use my appearance, name, likeness, voice, singing voice, conversation, sounds and biographical data on or in connection with the Program in any manner in WMMDC's sole election and discretion, which use shall not entitle me to receive any compensation whatsoever. I agree that WMMDC is the sole owner of all results and proceeds of such film, tape, photography and/or recording and my appearance thereon, with the right for WMMDC 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 and publishing, and in connection with the advertising, sale, promotion, marketing, merchandising, distribution, publicizing and all other types of exploitation of the Program or any part thereof, or in any manner whatsoever. WMMDC shall also have the unrestricted right to edit the content and text of the Program in any manner or form.

I agree to follow all of WMMDC's rules, directions and instructions in all matters relating to the Program, which rules are subject to change at WMMDC's sole discretion. I will accept any and all decisions of WMMDC 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 WMMDC's sole discretion and that WMMDC is not obligated to grant me an audition. In the event I am granted an audition, I agree that my selection as a contestant for the Program is within WMMDC's sole discretion and that WMMDC is not

obligated to select me. I acknowledge that WMMDC reserves the right, exercisable at any time in its 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 WMMDC is not obligated to have me appear on, or to broadcast my appearance on, the Program and may disqualify me at any time in its sole discretion.

If I am under 18 years of age, I understand and agree that I and my parent or legal guardian must sign each of the forms and that I and my parent or legal guardian will cooperate with WMMDC in having such forms court approved, if necessary. I recognize that WMMDC is relying on my representations herein and that a breach by me hereunder would cause WMMDC 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 WMMDC shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this Release by me.

I hereby release, discharge, and hold harmless WMMDC, its assignees, licensees, agents, and affiliates, sponsors, advertising agencies, and any and all others connected with the Program, and each of their related parent companies, subsidiaries and/or affiliated companies, and the officers, directors, employees, agents and representatives of each of the foregoing (collectively, the "Released Parties"), from any and all liability or claims arising out of or in any way resulting from my participation in the Program and the use or reuse of my appearance, name, voice, singing voice, likeness and/or biographical information and I agree not to make any claim against WMMDC or the Released Parties as a result of my participation in the Program and in connection with any use or reuse of my appearance, name, voice, singing voice, likeness and/or biographical information (including, without limitation, any claim based upon defamation or invasion of privacy and/or publicity). In addition, I agree to indemnify WMMDC and the other Released Parties and to hold each of them harmless from any and all liability, claim, action, damage, expense (including reasonable attorneys fees), and loss of any kind caused by or arising out of any statement, action or failure to act by me during or in connection with my participation in the Program. 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 affirm that neither I nor anyone acting for me gave or agreed to give anything of value to any member of the judges' panel, anyone associated in any manner with WMMDC, or any representative thereof. I understand that WMMDC's policy prohibits such payments.

I shall notify WMMDC immediately if any person attempts to induce me to violate the foregoing or to do anything dishonest.

I warrant that I am at least 18 years of age and that I have the full, complete and unrestricted right and authority to enter into this Release. If I am not at least 18 years of age, I agree to have my parent sign this Release in the space below. I am not a member of AFTRA, SAG, Actor's Equity or any other performing arts guild. In the event I am a member of AFTRA, SAG or any other performing arts guild, I understand and agree that my appearance on the Program, if any, shall not be deemed to be a performance under any collective bargaining agreement.

I agree and understand that this Release shall be deemed entered into in Lancaster County, Pennsylvania, and that it shall be governed by and interpreted under the laws of Pennsylvania and by the courts of Lancaster County. 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 without the prior written approval of WMMDC.. I shall not use the name of the Program in any way at any time without WMMDC's prior written approval in each instance.

SIGNED:

DATE: _____

PRINT

NAME: _____

ADDRESS:

PHONE NO: _____ DATE OF BIRTH _____

EMAIL: _____

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 Release (the "Minor"), that I have caused said Minor to execute said Release, that I will not instruct, authorize or permit said Minor to disaffirm the foregoing Release, and that I will indemnify and hold harmless the Released Parties (as defined in the Release) against all claims, liabilities and expenses with respect to said Release, and that, knowing of WMMDC's reliance hereon, I agree to cause said Minor to adhere to all of the provisions of said Release. 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 WMMDC in having this Release 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 WMMDC 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 Release (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the 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 WMMDC's prior written approval.

SIGNED: _____ DATE: _____

PRINT: _____

RELATIONSHIP: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

PLEASE KEEP US ADVISED IN WRITING OF YOUR CURRENT CONTACT INFORMATION

