



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

"THE X FACTOR" SEASON 1 – PERSONAL RELEASE

In full and complete consideration of Blue Orbit Productions, Inc. ("Producer") possibly including me as a participant in Season 1 of the television series entitled "THE X FACTOR" (the "Program"), including, but not be limited to, the interview, audition, and elimination processes 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 include me in the Program, or broadcast my appearance in the Program, if any, I hereby agree as follows:

I grant to Producer 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 Producer's sole election and discretion, which use shall not entitle me to receive any compensation whatsoever. I agree that Producer 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 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 and publishing, and in connection with the advertising, sale, promotion, marketing, merchandising (including slot machines), distribution, publicizing 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. Producer shall also have the unrestricted right to edit the content of the Program in any manner or form.

In addition to the rights granted elsewhere in this Release, I understand and agree that if my appearance, name, likeness, voice, singing voice, conversation, sounds and/or biographical data is used in connection with the Program, I may be required, in consideration of Producer possibly including my appearance, name, likeness, voice, singing voice, conversation, sounds and/or biographical data in the Program, and at Producer's election, to enter into the following agreements with Producer and/or Producer's designee(s), the terms of which shall be subject to good faith negotiation: (a) an agreement for the management of my career in the entertainment industry (including, but not limited to, my acting, singing, songwriting, or other services); and (b) an agreement for the use of my name, voice, conversation, likeness and biography in connection with advertising, endorsements, merchandising, and/or sponsorships. I understand and agree that such agreements shall become fully effective only at the election of Producer and/or Producer's designee(s), which election shall occur on or before that date which is three (3) months from the date of the initial broadcast of the final episode of the Program for this Season 1 (the "Election Period").

I understand that if I am asked to audition for the next round of the competition, I will be required to demonstrate to the satisfaction of Producer prior to such participation that I am not a party to any agreement with a talent agent or manager; a current music recording contract (either alone or as a member of a group); a current agreement relating to the use of my name, voice and/or likeness; an exclusive acting contract; or any other contractual arrangement (written or oral) that, in Producer's sole discretion, would prohibit me from participating fully in the Program and/or entering into any contracts required by Producer, including an exclusive management contract, recording contract and merchandising contract. In addition, I will be required to represent and warrant to Producer that I will not enter into any such agreement(s) during the Election Period, without Producer's prior written consent. I acknowledge that Producer may require me to sign further documents as a condition of my participation in the Program.

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 Producer shall have the right to (a) include any or all such information and appearances, depictions or portrayals in the Program as edited by Producer in its sole discretion, and (b) broadcast and otherwise exploit the Program containing any or 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 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 designee, without charge, the rights necessary to perform and/or display the 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 agree to follow all of Producer's rules, directions and instructions in all matters relating to the Program, which rules, directions and instructions are subject to change at Producer's sole discretion. I will accept any and all decisions of Producer 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 Producer's sole discretion and that Producer is not obligated to grant me an audition or callback, regardless of my place in the audition line. In the event I am granted an audition or callback, I agree that my selection as a contestant for the Program is within Producer's sole discretion and that Producer is not obligated to select me. I acknowledge that

Producer 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 Producer 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 my parent or legal guardian and I must sign each of the forms and that my parent or legal guardian and I will cooperate with Producer in having such forms court approved, if necessary. I recognize that Producer is relying on my representations herein and that a breach by me hereunder would cause Producer 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 Producer 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 Producer, its assignees, licensees, agents, and affiliates, Fox Broadcasting Company ("Network"), Fox Digital Media, FremantleMedia North America, Inc., Blue Orbit Productions, Inc., Sony Music Entertainment, Telescope, Inc., Pepsi, www.fox.com, www.fox.com/thefactor, television broadcasting stations, 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 Producer 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, conversation, 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 Producer 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 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.

I affirm that neither I nor anyone acting for me gave or agreed to give anything of value to any member of the production staff, anyone associated in any manner with Producer, or any representative of any television network or station for Producer's undertakings hereunder. I understand that 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.

I warrant 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 candidate for public office. 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 AFTRA and SAG) 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 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 laws 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 the prior written approval of Producer and Network. 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 Producer's prior written approval in each instance.

SIGNED: _____ DATE: _____
PRINT NAME: _____ AUDITION CITY: _____
ADDRESS: _____
PHONE NO: _____ DATE OF BIRTH*: _____

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

E-MAIL: _____

IF THE ABOVE INDIVIDUAL IS UNDER THE AGE OF 18 YEARS, THE PARENT OR LEGAL GUARDIAN OF SUCH PERSON SHOULD ALSO SIGN BELOW.

IF THE PARENT OR LEGAL GUARDIAN IS NOT ACCOMPANYING THE MINOR TO THE REGISTRATION AND AUDITION PROCESS, THE PARENT OR LEGAL GUARDIAN'S SIGNATURE MUST BE NOTARIZED 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 Producer'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 Producer 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 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 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 Producers and Network's prior written approval.

SIGNED: _____ DATE: _____

PRINT NAME: _____

RELATIONSHIP TO MINOR: _____

ADDRESS: _____

PHONE NO: _____ E-MAIL: _____

DATE OF BIRTH*: _____

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

PLEASE KEEP US ADVISED IN WRITING OF YOUR CURRENT CONTACT INFORMATION

SECTION BELOW TO BE NOTARIZED IF APPLICABLE

State of _____)

County of _____)

On _____ before me, _____,

(insert name and title of the officer) personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Notarial Seal)