

Contestant #: _____



“MEAC @ Center Court” Contestant Application
Please read the Eligibility Requirements before completing this application.

Contact Information:

Name (contact for group act): _____ Date of Birth: _____

Address: _____

Home Phone: () _____ Secondary Phone: () _____

Emergency Phone: () _____

Fax: _____ Email: _____

Number of Participants: _____

Names of Additional Participants: _____

Performance Information:

Performance Category (Choose one):

____ Vocal – solo Performance Name: _____

____ Vocal – group

____ Dramatic/Comedic Interpretation

____ Instrument

____ Other: _____

____ Dance

By signing below, I acknowledge that I have read and accept the Official Rules and Eligibility Requirements of the “**MEAC @ Center Court**” (including having executed the Release and Waiver).

Applicant Signature: _____ Date: _____

Name (Please Print): _____

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Release and Waiver

Please read, fill out, sign and date the following:

I hereby acknowledge that: (i) I understand, satisfy, and agree to be bound by, the eligibility requirements for “**MEAC @ Center Court**” (the “Program”); (ii) I have answered and will answer all questions posed to me honestly and accurately; (iii) If any of the information that I have provided or will provide is found to be false or incomplete, it may be ground for dismissal from participating in the selection process, and/or my being dismissed as a participant, if previously selected as a participant; (iv) Even if I meet the eligibility requirements, the MEAC, and/or any of their respective licensees, assignees, or parents, or affiliated or subsidiary companies (collectively the “Producers”) have no obligation to conduct any initial and/or follow-up interview with me, and/or select me as a participant; (v) Even if I am selected as a participant, the Producers have no obligation to use me as a participant in any halftime entertainment, (vi) In the event that the Program is cancelled for any reason, the Producers have no obligation to reschedule the performance, (vii) All decisions concerning selection of the participants, the elimination of participants for halftime entertainment are final and not subject to challenge or appeal; and (viii) the Producers shall own and shall have no obligation to return or maintain any materials submitted as part of my application whether or not I am or am not selected as a participant.

By submitting this application, I hereby consent, with or without my knowledge, to the perpetual and irrevocable right of recording, use and reuse by the Producers, and/or any of their respective licensees, assigns, parents, subsidiaries or affiliated entities and each of the respective employees, agents, officers and directors (collectively “Releases”) of my voice (including, without limitation, my speaking and singing voices), actions, conversation, sounds, likeness, name (whether real or fictional), history, appearance and biographical material (collectively, “Likeness”) in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program and the promotion, production, distribution and exploitation (in any form or media) thereof. I hereby agree that the Producers shall have the right to film, tape, and/or photograph, record, exhibit, edit and otherwise use my Likeness as set forth above and otherwise, and I shall not be entitled to any compensation whatsoever for any such use set forth herein. I further agree that Releases may use all or any part of my Likeness and may alter or modify it regardless of whether or not I am recognizable.

I further agree that Releases are the exclusive owner of any and all application materials (e.g., videos, photos, etc.) that I may provide in connection with my application for or participation in the halftime/post or pre entertainment and any film, tape and/or recording and my appearance there from, including the results and any proceeds thereof, of any kind that Producers will make of me in

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connection with the Program and my application, as well as any and all such other materials provided (collectively the "Materials") and all rights therein and thereto including, without limitation, the right to use the Materials and my Likeness in any and all media now known or hereafter devised

worldwide, including but not limited to, motion pictures, publishing, television (as more readily described below), in perpetuity, in any manner or form. Without limiting the foregoing in any way, I further agree that Releases may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for the Program or any exploitation of the Program of any kind.

I hereby grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I release and hold harmless Releases from any and all liability, claims, damages, costs and expenses arising out of Releases' use of my Likeness and/or the Materials. I agree not to make any claim or bring any cause of action against Releases as a result of the recording or any other use of my Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and any claims based on defamation or libel or false light), and any such other claim or cause of action which may arise in connection with the Program. Without limiting the foregoing in any way, to the degree that the Materials include any musical or literary compositions in which I (partially or wholly) own, or to which I purport to (partially or wholly) own, the copyright or right of grant of use, I hereby grant to the Producers, an irrevocable, unlimited, perpetual, worldwide, royalty and payment-free license to use and reproduce such Materials in the Program or any exploitation of the Materials or my Likeness in the Program of any kind, in any and all media now known or which may exist in the future. I understand that the Producers make no representation that such Materials will or will not be used in any Program.

I acknowledge and agree that the rights granted herein shall include the unfettered right of the Producers to use any and all film, video, photographs, recording, appearance or other footage of my Likeness and all Materials for the purposes of broadcast in any medium throughout the universe, which shall include but not be limited to, broadcast via free television, basic cable, pay cable, payper-view, video-on-demand, near video-on-demand, subscription video-on-demand, superstation, electronic delivery via the internet, video grams, dvds or any such other medium determined by the Producers in their sole discretion (the "TV Program"). In connection with the above, I hereby grant to the Producers, the perpetual and irrevocable right to use my Likeness and the Materials, in connection with the production, distribution and exploitation of the TV Program, and of any elements of the TV Program and any remakes or sequels based on the TV Program. Such grant includes use in advertising in connection with the foregoing, and use in any and all media, whether now existing or hereafter devised, throughout the universe. It also includes the right to make such changes, fictionalizations and creative choices as the Producers may decide in their sole discretion. I hereby acknowledge and agree that the term "Program" and all rights granted in connection therewith shall apply to and include all and any such TV Program.

This agreement shall be deemed to be entered into in the State of Virginia and shall be governed by and interpreted in accordance with the laws of the State of Virginia applicable to agreements executed and fully carried out within Virginia. Any action, proceeding or litigation concerning this agreement or my appearance or participation in the Program (which shall include the TV Program) may only be brought in Virginia, and I hereby agree that the courts of the City of Norfolk (Va.) shall have exclusive jurisdiction over me and the subject matter of any such proceeding. Except as otherwise set forth herein, I agree that any and all disputes or

controversies arising under or relating to this agreement or any of its terms, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this agreement, or any provision thereof, Contestant #: _____

and any and all disputes or controversies arising under or relating to my possible appearance or participation in the Program (which shall include the TV Program), shall be resolved by binding arbitration in accordance with the following procedure: either (i) the Producers and I shall mutually

select an arbitrator, who shall be a retired judge of a state or federal court or (ii) if we cannot agree on such arbitrator, one shall be appointed by the American Arbitration Association, which shall be agreeable to Releases, who shall also be a retired judge of a state or federal court. All arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, through its Virginia offices. I agree that the arbitrator's ruling, or arbitrators' ruling, as applicable, in the arbitration shall be final and binding and not subject to appeal or challenge. I further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties; provided that such arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties each first agree in writing that such information and documents will be treated by them as confidential, consistent with this provision. Notwithstanding the provisions of this paragraph, I agree that Producers shall have a right to injunctive or other equitable relief as provided for by federal, state, local or such other applicable laws.

I acknowledge the receipt of good and valuable consideration for the release and other grants and agreements made herein, and understand that the Releases are relying on them in proceeding with the production, distribution and exploitation of the Program (including any TV Program) and elements thereof as authorized above. I further represent and warrant that the use of the rights granted hereunder, my Likeness and of any Material supplied by me will not violate the rights of any third party.

I understand that in the course of my participation, information may be revealed about me that is of a personal, private, or embarrassing nature, which information may be fictional or factual. I further understand that my appearance, depiction or portrayal in a Program (including the TV Program) may be embarrassing, disparaging, defamatory or otherwise unfavorable which and may result in public ridicule or humiliation. I acknowledge and agree that the Producers shall have the right to include any such information, appearances, depictions and portrayals in the Program in its sole discretion in any manner whatsoever in connection with the uses of the Program (including the TV) granted herein.

I agree that if I perform any original music for the Program written or controlled by me, I hereby grant to the Producer, the rights (including but not limited to, any synchronization, master use, video gram, etc.) necessary to record, synchronize, perform or otherwise use the music on the Program (including the Program), which shall include the right to exploit the Program (including the Program), and all ancillary rights thereto, including music rights, in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity.

Without limiting the foregoing, any provision of this agreement that is invalid, illegal, unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such

jurisdiction or rendering that or any other provision of this agreement invalid, illegal or unenforceable in any other jurisdiction. This agreement expresses the entire understanding between me and the Contestant #: _____

Producers and replaces any and all former and contemporaneous agreements, understandings or representations between me and the Producers. Any laws that require or suggest that the interpretation of a document or agreement, or the resolution of any ambiguities contained therein, should be resolved against the drafter of the document or agreement, are hereby waived. No

modification, alteration or amendment of this agreement will be construed as a waiver by the Producers of any other term or condition; nor will any waiver by the Producers of any default under this agreement be construed as a waiver by the Producers of any other default. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise hereof or the exercise of any right, power or privilege hereunder. The Producers may freely assign, in whole or in part, any of their rights or obligations under this agreement. I may not assign my rights and obligations under this agreement.

I have signed this release on the _____ day of _____, 20____

Signature: _____

Name (Please Print): _____

Parent Signature (If Participant is under the age of 18):