



Release of Liability and Participation Agreement

In the full and complete consideration of Bethel Foundation, hereinafter referred to as "Producer", possibly including me as a participant in any recorded production, television spotlight, radio broadcast or other media venue, 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 air/broadcast or include me in their fundraising competition entitled "All American Idol", hereinafter referred to as "program", I hereby agree as follows:

I hereby grant to Producer and its successors, licensees and assigns, without charge or other compensation, the irrevocable exclusive right, but no the obligation, with or without my knowledge, in perpetuity and throughout the universe, to film, tape and/or photograph, perform, record, exhibit, display, edit, distribute, sell and otherwise use my appearances, name likeness, voice, singing voice, conversations, sounds, signature, biographical data, and any information or materials provided by me to Producer in connection with the ancillary to the program or otherwise in any and all media, whether now known or hereafter devised including, without limitation, in the program, motion pictures, television, on the internet, publishing, and recordings in connection with the advertising, sale, promotions, marketing, merchandising, distribution, publicizing and all other types of exploitation thereof, or in any manner whatsoever in Producer's sole discretion, or to refrain there from. Producer shall also have the unrestricted right to edit the content and text of the program as well as all film, tape, photography, recordings and my appearances thereon, in any manner or form. I further agree that Producer is the sole owner of and may freely assign all results and proceeds of such film, tape, photography, recordings, and my appearances thereon.

In the event I perform any original music at any time during the program process, including musical arrangements, titles, lyrics, music and all other elements of such music or submit any original photographs, or original audio and/or video recordings to Producer, I hereby represent and warrant that I own, control or have obtained all rights, including but not limited to copyrights, in and to any and all such music, photos, and recordings, and I hereby grant to Producer, without charge, the rights necessary to use such music, photos and recordings on and in connection with the program and the rights required to exploit the program and the ancillary rights therein as described anywhere in this personal release (including, without limitation, in advertisements, promotions, and publicity), in any and all media now known or hereafter devised, or for any purpose, throughout the universe in perpetuity. I hereby represent and warrant that I have obtained all of the rights, clearances, and releases necessary for Producer to exploit said music, photos, and recording in connection herewith. I understand that all submissions of music, photos, recordings, or other materials become property of Producer and will not be returned to me.

I agree to follow all of Producer's rules, directions, and instructions in all matters relating to the program, which rules are subject to change at Producer's sole discretion. I will accept any and all decisions of Producer on all matters, including, without limitation, discretionary matters (including, but not limited to, the interview and audition process and contestant selection) as final and not subject to challenge, and acknowledge that the interest of the program shall override those of any participant. I

Initials _____

agree that my selection to audition is within Producer's sole discretion and that Producer is not obligated to grant me an audition, regardless of my place in the audition line. In the event I am granted an audition, 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 to advance beyond this initial audition, I agree that Producer is not obligated to have me appear on, or to telecast my appearance on the program and may disqualify me at any time in its sole discretion. I understand and agree that if my appearance, name, likeness, voice, singing voice, conversation, sounds, biographical data, music, photos, and/or recordings are used in connection with the program, I may be asked, in consideration of producer possibly including me as a participant in the program, at Producer's election, to enter into the following agreements with Producer, its licensees, successors and assigns: (a) an agreements for my exclusive recording and/or songwriting services ("Recording Contract"); (b) an agreement for my exclusive television performance services ("Television Contract"); (c) an agreement for the management of my career in the entertainment industry ("Management Contract"); (d) an agreement to consult for me and give me professional guidance with respect to my career in the entertainment industry ("Consultant Contract"); (e) an agreement for my live stage show, concert, and/or theatrical performance services ("Booking Contract"); and (f) an agreement for the use of my name, voice, likeness, signature, biography, and other indicia of my identity in connection audiovisual recordings ("Home Video Contract"). I understand that I may be asked to represent and warrant that I am not a party to any contract including, but not limited to, a contract for management and/or talent agent representation, a music recording contract (either alone or as a member of a group), a songwriting contract, a merchandising agreement, or any other arrangement which prevents me, or might prevent me from entering into the contracts described in this paragraph, even though Producer recognizes that I may currently be a party to such contracts. I understand that I may be required by Producer to fill out, sign, and agree to other contracts, releases, or agreements during the course of my participation in the program.

I acknowledge that my audition or participation on the program shall include my own act or performance, which I created or selected for the program. I also represent and warrant that I am in a state of physical, emotional, psychological, and mentally capable of performing my act for the program and otherwise participating in the program. I shall notify Producer immediately of any conditions that might affect me or my performance on the program. I understand that since this is my own act that I am solely responsible for determining whether I am capable of performing the act in the program; provided, however, Producer may, at its sole discretion, refuse to allow me to audition or participate in the program if Producer reasonable believes I am not capable of performing the act.

I hereby release, discharge, and hold harmless Producer, its assignees, licensees, agents, and affiliates, all television broadcasting stations, sponsors, advertising agencies, and any and all others connected with the program ("Released Parties"), from any and all liability or claims arising out of or in any way resulting from my participation in the program or in any aspect or phase thereof (including, without limitation, the interview and audition process), the use or reuse of my appearance, name, voice, singing voice, likeness, signature, biographical information, music, photos, and/or recordings, or the breach or alleged breach of any provision hereof and I agree not to make any claim against Producer or the Released Parties as a result of my participation or non-participation in the program or in any aspect or phase thereof (including, without limitation, the interview and audition process) and in connection with any use or reuse of my appearance, name, voice, singing voice, likeness, biographical information, music, photos, and/or recordings (including, without limitation, any claim based upon defamation or invasion of privacy and/or publicity). I hereby represent and warrant that I have the right and authority to grant the rights granted to Producer hereunder, that any music, photos, and recordings that I submit to Producer are my original works of authorship and that I am the sole owner of such music, photos, and recordings. 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 compensation by

Initials _____

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 any provision of the Agreement by me (including, without limitation, the provisions regarding confidentiality and publicity set forth below). In addition, I agree to indemnify Producer and the Released Parties and to hold each of them harmless from any and all liability, claim, action, damage, expense, and loss of any kind (including outside attorney's fees) caused by or arising out of Producer's use of the music, photos, and recordings, and arising out of any breach or alleged breach of any provision hereof or any statement, action or failure to act by me during or in connection with my participation in the program, its interview or audition process or otherwise. Furthermore, I understand that in connection with the program or in any aspect or phase thereof (including, without limitation, the interview and audition process), I and others may reveal or relate information of a personal, private, surprising, defamatory, disparaging, embarrassing or unfavorable nature, and that my actions and the actions of others appearing in the program may be embarrassing or of an otherwise unfavorable nature. I further understand that my appearance, depiction, and portrayal in connection with the program or in any aspect or phase thereof (including, without limitation, the interview and audition process), any my actions and the actions of others in connection with the program or in any aspect or phase thereof may be embarrassing or of an otherwise unfavorable nature, may expose me to public ridicule, humiliation or condemnation, and may portray me in an unfavorable light. The consents, authorizations, assumptions of risk and releases set forth in this Agreement expressly apply to all such potential harms. Without in any way limiting the foregoing, in no event shall I have any right to seek injunctive or other equitable relief against any of the Released Parties.

I acknowledge that there is a possibility that after my execution of this Agreement, I 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 me at that time, may have materially affected my decision to execute this Personal Release. I acknowledge and agree that by reason of this Personal Release, I am assuming any risk of such unknown facts and unsuspected claims.

Notwithstanding such provisions, this Personal Release shall constitute a full release in accordance with its terms. I knowingly and voluntarily waive the provision, as well as any Oklahoma 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 a federal offense to use any prepared material containing such a promotion where I know the writer received consideration for it and failed to disclose this to Producer prior to broadcast. I also understand that Producer's policy prohibits payments for arranging personal appearances and that failure to disclose to Producer any such arrangement constitutes a federal crime. I shall notify Producer immediately if any person attempts to induce me to violate the foregoing or to do anything dishonest.

I represent and 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 Agreement; or if I am under 18 years old I understand that my parent or guardian must also sign this Personal Release where indicated below. I am not a candidate for public office and 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 benefits or other compensation under any such collective bargaining agreement or otherwise. I hereby warrant that I have never been named the winner of Bethel Foundation's "All American Idol" and given first place recognition. In addition, I am in no way related by blood, marital status, or business relations to any current member of the board of directors for Bethel Foundation.

This Agreement shall be interpreted by the State of Oklahoma without regard to the conflicts of law provisions thereof. This is the complete and binding agreement between me and Producer, and it

Initials_____

supersedes all prior understandings and/or communications, both oral and written, with respect to its subject matter. This Agreement cannot be terminated, rescinded or amended, except by a written agreement signed by both Producer and me. Producer reserves the right to remove me from the program at any stage if I fail to comply with the terms and conditions of this Release.

PLEASE READ THIS AGREEMENT CAREFULLY, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, YOUR RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT.

AGREED AND ACCEPTED:

Signature: _____ Date: _____

Print Name: _____

Email: _____

Phone: _____

Address: _____

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

I hereby warrant that I am the parent and/or legal guardian of the individual who signed the foregoing Personal Release, that I have caused said individual to execute said agreement, that I will not instruct, authorize or permit said individual to disaffirm the foregoing Personal Release, and that I will indemnify Producer and the Released Parties against all claims, liabilities, and expenses with respect to said agreement, and that knowing of Producer's reliance hereon, I agree to cause said person to adhere to all of the provisions of said agreement. In addition, in consideration for my possible participation in the program, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Personal Release (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation or the participation of my child/ward in the program and the audition process, if any.

Signature: _____ Date: _____

Print Name: _____ Relationship to minor: _____

Email: _____

Phone: _____

Address: _____

Initials _____

IF THE ABOVE PARENT/LEGAL GUARDIAN WILL NOT BE PRESENT AT AUDITION, THE PARENT OR GUARDIAN SHOULD ALSO SIGN BELOW:

I hereby authorize or permit _____ (“Individual Accompanying Minor”) to accompany my minor child to participate in the program. I hereby agree to release the Released Parties from and against all claims, liabilities, and expenses related to or connected with any such person accompanying my minor child to the auditions, interviews, and/or program.

SIGNATURE: _____ DATE: _____

INDIVIDUAL ACCOMPANYING MINOR (NOT PARENT OR GUARDIAN) MUST ALSO SIGN BELOW:

I represent and warrant that I am the Individual Accompanying Minor designated by the minor’s parent/guardian above. I have agreed to be responsible for the safety, health, and welfare of the minor during the audition process. In addition for good and valuable consideration, the receipt and sufficiency which is acknowledged herein, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Personal Release (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my possible or actual participation in the program, if any.

Signature: _____ Date: _____

Print Name: _____

Email: _____

Phone: _____

Address: _____

CONTESTANT INFORMATION SHEET

Thank you for applying to be a contestant in the program produced by Bethel Foundation entitled “All American Idol”. Bethel Foundation reserves the right, exercisable at any time in its sole discretion, to disqualify you from the competition or the audition process should you at any stage supply untruthful, inaccurate, or misleading personal details or information or for any other reason whatsoever.

Name: _____ Gender: Male/Female
Address: _____ Hm. Phone: _____
_____ Cell Phone: _____

Date of Birth: _____ Marital Status: _____
Email: _____ Website(s): _____

School Attending and/or Occupation: _____

Are you a legal resident of the United States? Yes/No

Have you ever been convicted of a felony? Yes/No
If yes, please explain: _____

List any previous competitions you have entered in the last 3 years: _____

Briefly describe any performance experience: _____

Have you ever received vocal, instrumental, stage, dance, or other training related to music or stage performance? Yes/No

If yes, please explain: _____

List any instruments you currently play: _____

Do you give instruction of any kind related to music or stage performance? Yes/No

If yes, please explain: _____

Have you ever written an original song, or composed any original music piece? Yes/No

If yes, please explain: _____

List any studio recordings you have done: _____

List any management, publishing, label, agent, or other industry related contracts you have had in the past: _____

Briefly explain who inspires you musically: _____

List hobbies NOT related to music: _____

How did you here about "All American Idol"? (list all references) _____

Initials _____

Bethel Foundation reserves the right to render ineligible any person whom any of them determines, in its sole discretion, is sufficiently connected with the production, administration, judging, or distribution of the program, such that his/her participation in the program could create the appearance of impropriety.

I understand that Bethel Foundation reserves the right to refuse an audition to any individual or act, in its sole discretion for any reason or no reason.

I have read, understand, and agree with the foregoing.

Signature: _____ Date: _____

Print Name: _____

Phone: _____ Email: _____

Address: _____

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

I hereby warrant that I am the parent and/or guardian of the individual who signed the foregoing Contestant Information Sheet, that I have caused said individual to execute said Contestant Information Sheet, that I will not instruct, authorize, or permit said individual to disaffirm the foregoing Contestant Information Sheet, and that I will indemnify Producer and Releasees against all claims, liabilities, and expenses with respect to said Contestant Information Sheet, and that, knowing of Producer's reliance hereon, I agree to cause said person to adhere to all of the provisions of said Contestant Information Sheet. In addition, in consideration for my possible participation in the program, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Personal Release (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation or the participation of my child/ward in the program and the audition process, if any.

Signature: _____ Date: _____

Print Name: _____

Phone: _____ Email: _____

Address: _____

Relationship to minor: _____