

THE CHRISTIAN MUSIC EXPLOSION TALENT SHOW

Release Form

In full and complete consideration of 4KIDS of South Florida, Inc. and the Christian Music Explosion (collectively the "CME") possibly including me as a participant in the Christian Music Explosion Talent Show 2010 and one or more audio and/or audiovisual recordings thereof (the "Program"), and without any further consideration due from CME or any third party to me, and with the understanding that CME, 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 CME 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, display, distribute, sell, edit and otherwise use my appearance, name, likeness, voice, singing voice, conversation, sounds and biographical data and any information or materials provided by me to CME, on or in connection with and ancillary to the Program in any manner in CME's sole election and discretion, which use shall not entitle me to receive any compensation whatsoever. I agree that CME is the sole owner of all results and proceeds of such film, tape, photography and/or recording in connection with the Program and my appearance thereon is a "work made for hire" including, without limitation, any and all rights of copyright therein, with the exclusive right for CME 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, publishing, on the internet and in connection with the advertising, sale, promotion, marketing, merchandising (including compact discs and home video), distribution, publicizing and all other types of exploitation of the Program or any part thereof, or in any manner whatsoever, in CME's sole discretion, or to refrain therefrom. To the extent that the "work made for hire" doctrine does not apply, I hereby assign to CME, its successors and assigns any and all right, title and interest in the copyright in the Program in perpetuity, throughout the universe, in any and all media now known or hereafter devised. CME shall also have the unrestricted right to edit the content and text of the Program in any manner or form. The term "Program," as used herein, shall include, without limitation, the interview, audition and elimination process for the Program.

In the event I perform any original music on the Program written or controlled by me, I hereby grant to CME, without charge, the rights necessary to perform such music on the Program and the rights required to exploit the Program and the ancillary rights therein, inclusive of the music, in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity.

I agree to follow all of CME's rules, directions and instructions in all matters relating to the Program, which rules are subject to change at CME's sole discretion. I will accept any and all decisions of CME on discretionary matters (including but not limited to the audition process and participant 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 CME's sole discretion and that CME 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 participant for the Program is within CME's sole discretion and that CME is not obligated to select me. I acknowledge that CME 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 CME 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.

I hereby release, discharge, and hold harmless CME, its assignees, licensees, agents, and affiliates, distributors, 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 CME 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 CME 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 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.

I acknowledge and agree that no promises or representations or warranties have been made by CME or anyone acting on behalf of CME to induce my signature below, the authorization granted herein, or my participation in the Program; and that this Release is irrevocable, and may not be altered or amended except upon CME's express written consent, and I further acknowledge that CME is proceeding in reliance on the terms hereof.

SIGNED: _____ DATE: _____

PRINT NAME: _____

ADDRESS: _____

PHONE NO: _____ DATE OF BIRTH: _____