

Version – October 1, 2012

“SILICON VALLEY’S GOT TALENT” PARTICIPANT / CONTESTANT /VOLUNTEER AGREEMENT AND RELEASE



SILICON VALLEY’S GOT TALENT

Please read this form carefully and be aware that by enrolling you/ your child in the above program, you will be waiving and releasing certain claims the participant may sustain.

Waiver and Release

I understand that I or my child is being considered as a participant, contestant or volunteer for the television series entitled “Silicon Valley’s Got Talent” (the Program) to be produced by “Silicon Valley’s Got Talent” team, Show and More Productions, Saratoga Cares Foundation, its designee (together with their respective parent, subsidiaries, affiliated companies and licensees, successors and assigns, individually and collectively, “Producer”), and intended for initial exhibition by various Television Channels TBD.

By signing this Participation, Contestant, Voluntary agreement and release (the AGREEMENT) as myself or on behalf of my minor child, I represent that I have read, understood, and voluntarily abide by its terms and conditions. Producer requires me to enter into this agreement in order for me or my child to be considered as a participant, contestant or volunteer on the Program, and I deem it to be in my best interest to enter into this agreement.

In participating as myself or allowing my child to volunteer or participate in the above program, I acknowledge that the volunteering participation on the Program, shall include my own act or performance, which I created or selected for the Program. I understand that since this is my own act, or my child’s act, that I am solely responsible for determining whether I am capable of performing the act in the Program; provided, however, “Silicon Valley’s Got Talent” team may, it’s sole discretion, refuse to allow me to participate or volunteer in the Program if the team reasonably believes I am not capable of performing the act.

Availability: Once I or my child is selected to be part of the television series, I or my child agree to be available for at least two public performances in the immediate bay area, within 18 months of the actual studio recording. I further agree to be available and to participate in publicity, interviews and promotional appearances in connection with the Program. I understand and acknowledge that Producer may, at any time and in its sole discretion, add, remove or replace my or my child’s appearance for any reason or no reason at all.

Non-Infringement of Rights: In connection with my participation in the Program, I shall not infringe upon or violate the rights (including, without limitations, the copyright rights) of, or

cause injury or harm to any other person or entity (including, without limitations, any other Participants, the host, volunteers and special correspondents), and I will abide by all Participant rules of conduct, all U.S. laws and all applicable state and local laws, including, without limitation, all rules and regulations of the U.S. Copyright Offices (if applicable).

Falsification of Documents: I hereby represent and warrant that I have truthfully, fully and accurately completed all forms related to the Program, including, without limitation, the Participant Application and all releases. I further represent and warrant that I have not withheld any information requested of me and that by signing this Agreement and supplying the answers and information requested of me by Producer, I have in no way been misleading or untruthful. I will immediately inform Producer if any information I have provided changes. I understand and acknowledge that Producer may, at any time and in its sole discretion, add, remove or replace my or my child's appearance for failure to provide information, or falsifying information or any reason or no reason at all.

Participant Photograph, Film, Audio and Video Recordings: I understand and agree that during my participation in the production of the Program, I shall not, under any circumstances, shoot or take any photographs, audio or video recording without obtaining Producer's prior written approval.

Material rights: I acknowledge and agree that all of the results and proceeds of my participation or volunteering in the Program, all artistic, literary, dramatic, musical, photographic, and all materials which I may create or furnish in connection with the Program, are being specially commissioned by Producer as a contribution to an audiovisual work and, accordingly, the copyright and all other proprietary rights, title and interests in and to such Materials shall be owned by Producer as the author of such Materials for a period of 18 months from the date of the studio recording. I agree that any telecast or other exploitation of the Materials, or any rights therein, whether as part of the Program or otherwise, will not entitle me to receive any prizes or compensations. I hereby waive unconditionally and irrevocably the benefit of any provision of law known as "Moral Rights" or similar laws now or hereafter prevailing in any part of the world which might otherwise apply to the Materials .

I hereby grant to Producer the unconditional and irrevocable right throughout the universe, to distribute, exhibit, advertise, promote, copy, reproduce, change, add to, delete from, translate, transmit, and otherwise use the Materials and the Program in any manner whatsoever, and by any and all means and media. Without in any way limiting the foregoing, Producer's rights shall include, without limitation, audition and interview footage, outtakes, behind-the-scenes footage and footage not used in any episode of the Program in any manner, by any method, in any and all Media, throughout the universe in perpetuity.

Producers's Management Option: In addition Producer's rights set forth above, I understand and agree that if I am chosen as a Participant or Volunteer in the program, I may be required at Producer's election, to enter into an agreement for the management of my career in the entertainment industry (including but not limited to, my modeling, acting, dancing, performing, and singing/musical/songwriting services). I understand and agree that such agreements shall become fully effective only at the election of Producer, which election shall occur on or before 18 months of the studio recording.

Other Services: I acknowledge and agree that, Producer shall be entitled to produce, for no additional consideration to me, whether as a stand-alone program or as part of another program, any or all of the following career milestones which may occur during or subsequent to the recording of the Program a) the first performance of my first recorded single b) the first showing of the video featuring my first recorded single and /or me as a performer and c) my first televised interview and /or appearance on a talk show.

Other Program Participants and Third Party Personnel: Producer makes no representations or warranties and offers no assurances as to the character, background, actions, demeanor or mental or physical condition of any other Participant, Volunteer, third party vendor, or any other person involved in any way with the Program, and I acknowledge that I must assume the risk of any encounter or interaction with such persons.

Mental and Physical Stress: I understand the conditions surrounding the production of the Program may expose me to mental, emotional and physical stress, both during and after my participation or volunteering in the Program. I voluntarily and fully accept and assume these risks and understand and acknowledge that the waivers, release and indemnities in this Agreement expressly apply to these risks and any and all consequences of these risks.

No representation or Warranties from Producer: I acknowledge that Producer has made no representations or warranties of any kind whatsoever to me regarding my qualifications or ability to participate or volunteer in the Program, and that my participation in the Program shall be entirely at my own risk.

Waiver of all Claims and Suits; Released Claims; Indemnity: To the maximum extent permitted by law, I, hereby and irrevocably indemnify, release and forever discharge the Producer from and against any and all claims, liens, agreements, contracts, actions, suites, costs, attorney's fees, damages, judgements, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected.

Appearance: I hereby acknowledge that the Producer is not under any obligation to record my participation or volunteering in the Program, if any, or include me in the exhibition of any other version thereof. I acknowledge that my participation or volunteering in the Program is not a professional performance, does not constitute a professional appearance, and does not entitle me to wages, salary, or other compensation.

I recognize and acknowledge that there are certain risks of physical injury; and I agree to assume the full risk of any injuries, damages or loss which me / my child may sustain as a result of participating or volunteering in any and all activities connected with or associated with such a program.

I agree to waive and relinquish all claims I or my child may have as a result of participating/ volunteering in the program against Producer, and its officers, agents, servants and employees from any and all claims from injuries, damage or loss which may have or which accrue to me or my child on account of participation or volunteering in the program.

I further agree to indemnify and hold harmless and defend SHOW AND MORE PRODUCTIONS (SAMP), "Silicon Valley's Got Talent", Saratoga Cares Foundation team, and its officers, agents,

servants and employees from any and all claims sustained by me or my child, arising out of, connected with, or in any way associated with the activities of the program. In the event of an emergency, I authorize SHOW AND MORE PRODUCTIONS (SAMP) , “Silicon Valley’s Got Talent” , Saratoga Cares FOUndation team, to secure from any accredited hospital and/or physician any treatment deemed necessary for my immediate care or for the immediate care of my minor child, and I agree that I will be responsible for any and all medical services rendered.

I further agree to be available and to participate as, when and where Producer may require in connection with publicity, interviews, and promotional appearances in connection with the Program, as well as on behalf of any sponsors thereof.

In addition, in consideration for my possible participation or volunteering in the Program, I hereby agree to be bound by and to perform all of the terms, as such terms and conditions may relate to my participation or the participation of my child/ward in the Program, if any (including but not limited to the taping of my appearance in connection with the Program and the audition process if any and the use of my or my child’s/ward’s name, voice, likeness, etc.).

I understand that SHOW AND MORE PRODUCTIONS (S.A.M.P), Silicon Valley’s Got Talent, Saratoga Cares Foundation team reserves the right to refuse an audition (if any) to any individual or act in its sole discretion for any reason or no reason. I have read, understand and agree with the foregoing.

One being selected to perform, or volunteer, or be interviewed, I also agree to be available for promotions of “Silicon Valley’s Got Talent”, and also permit use of my name, likeness and performance(or excerpts there from) on picture, film, tape, or otherwise.

TALENT WAIVER FOR CREATV APPEARANCE

PROGRAM: SILICON VALLEY’S GOT TALENT

I INTEND TO PARTICIPATE OR HAVE PARTICIPATED IN THE ABOVE PROGRAM, WHICH I UNDERSTAND WILL BE PRODUCED AND RECORDED FOR DUPLICATION AND DISTRIBUTION ON CREATV SAN JOSE’S CABLE CHANNELS AND WEBSITE, AS WELL AS OTHER POTENTIAL DISTRIBUTION OUTLETS THROUGHOUT THE WORLD. I AGREE THAT INSOFAR AS I AM CONCERNED, THIS PROGRAM MAY BE EDITED AS DESIRED AND USED IN WHOLE OR IN PART FOR NONCOMMERCIAL CABLECASTING AND WEBCASTING PURPOSES, IN PERPETUITY THROUGHOUT THE WORLD. I CONSENT TO PUBLICATION OF THE PROGRAM TRANSCRIPT IN WHOLE OR IN PART AFTER BROADCAST AND ALSO CONSENT TO USE OF MY NAME, LIKENESS, AND VOICE IN CONNECTION WITH PROGRAM PUBLICITY AND FOR INSTITUTIONAL PROMOTIONAL PURPOSES. I EXPRESSLY RELEASE THE PRODUCER AND CREATV SAN JOSE, ITS EMPLOYEES, OFFICERS, AGENTS, AND MEMBERS OF IT BOARD OF DIRECTORS FROM ANY LIABILITY INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON ALLEGED PRIVACY, DEFAMATION, CONTRACT, OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS OR OTHER CLAIMS I MAY HAVE ARISING OUT OF BROADCAST, EXHIBITION, PUBLICATION, OR PROMOTION OF THIS PROGRAM. SUCH RELEASE SHALL BE BINDING ON MY SUCCESSORS, ASSIGNS, AND ESTATE.

I WAIVE ON BEHALF OF MYSELF AND MY REPRESENTATIVES, SUCCESSORS IN INTEREST, ASSIGNS, AND ESTATE ANY CLAIM TO PAYMENT OR COMPENSATION FOR MY PARTICIPATION IN THIS PROGRAM EXCEPT AS MAY OTHERWISE BE AGREED TO IN WRITING BETWEEN CREATV SAN JOSE AND MYSELF

TALENT WAIVER FOR KSAR APPEARANCE

I hereby authorize KSAR15 to use my name, likeness and performance(or excerpts there from) on film, tape, or otherwise for the purpose of producing television programs. I hereby waive the right to any and all payment or compensation for appearance in the videotape or

film and grant the right to make unlimited use of my image and/or voice in whatever production they desire for non-commercial purposes. I agree to hold KSAR15 harmless from any liability arising from my performance.

It is also agreed, where applicable, that as the person responsible for this location, I authorize the appearance of said location as program material to be included in any videotaped program and/or publicity material.

TALENT WAIVER FOR ALL OTHER APPEARANCES

I also permit "Silicon Valley's Got Talent" team to use my name, likeness and performance(or excerpts there from) on film, tape, or otherwise for the purpose of producing television programs. I hereby waive the right to any and all payment or compensation for appearance in the videotape or film and grant the right to make unlimited use of my image and/or voice in whatever production they desire. I agree to hold SHOW AND MORE PRODUCTIONS (SAMP), "Silicon Valley's Got Talent", Saratoga Cares FOUNDATION team, and their agents harmless from any liability arising from my performance.

It is also agreed, where applicable, that as the person responsible for this location, I authorize the appearance of said location as program material to be included in any videotaped program and/or publicity material.

Your Signature here – (parental sign on behalf of minor)

You can send your acceptance via email to rishi1 at gmail.com referencing the version dated October 1, 2012