

WHITE RIVER'S GOT TALENT  
PARTICIPANT CONSENT & RELEASE

In full and complete consideration of the White River Water Carnival, the Batesville Area Chamber of Commerce, and/or White River's Got Talent's primary sponsors First Community Bank and Bad Boy, Inc. (collectively "WRGT") possibly including me as a participant in *WHITE RIVER'S GOT TALENT* (the "Program"), and without any further consideration due from WRGT or any third party to me, and with the understanding that WRGT, in its sole discretion, may choose whether or not to include me in the Program, I hereby agree as follows:

I hereby grant to WRGT and its successors, licensees and assigns, without charge or other compensation, the irrevocable exclusive right, but not the obligation, with or without my knowledge, to film, tape, photograph, record, exhibit, display, distribute, and otherwise use my appearance, name, likeness, voice, sounds, biographical data, and any information or materials provided by me to WRGT in connection with the Program or otherwise in any and all media, and in connection with the advertising, sale, promotion, marketing, publicizing and all other types of exploitation thereof, or in any other manner whatsoever in WRGT's sole discretion, or to refrain therefrom.

I agree to follow all of WRGT's rules, directions and instructions in all matters relating to the Program, which rules are subject to change at WRGT's sole discretion. I will accept any and all decisions of WRGT on all matters as final and not subject to challenge, and acknowledge that the interests of the Program shall override those of any participant.

I acknowledge that my audition or participation in 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 that I am solely responsible for determining whether I am capable of performing the act in the Program; provided, however, WRGT may, in its sole discretion, refuse to allow me to audition or participate in the Program if WRGT reasonably believes I am not capable of performing the act.

I hereby release, discharge, and hold harmless the White River Water Carnival, the Batesville Area Chamber of Commerce, First Community Bank, Bad Boy, Inc., and each and every one of their successors, assigns, agents, and affiliates, and any and all others connected with the Program, and each of their 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 (including, without limitation, the audition process), the use or reuse of my appearance, name, voice, likeness, biographical information, or the breach or alleged breach of any provision hereof and I agree not to make any claim against WRGT or the Released Parties as a result of my participation or nonparticipation in the Program, any injury that may occur during the Program or audition, and/or in connection with the use of my name, voice, likeness, or biographical information.

I affirm that neither I nor anyone acting for me gave or agreed to give anything of value to anyone associated in any manner with WRGT for WRGT's undertakings hereunder. I understand that WRGT's policy prohibits such payments.

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 under a recording contract and I agree that my appearance in the Program, if any, shall not be deemed to be employment and does not entitle me to wages, salary, residuals, benefits or other compensation.

This Agreement shall be interpreted under the laws of the State of Arkansas. This is the complete and binding agreement between WRGT and me, and it supersedes all prior understandings and/or communications, both oral and written, with respect to its subject matter. The illegality, invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any of the remainder of this Agreement, which shall be enforced to the maximum extent permitted by law. This Agreement cannot be terminated, rescinded or amended, except by a written agreement signed by both WRGT and me. The WRGT reserves the right to remove me from the Program at any stage if I fail to comply with the terms and conditions of this Agreement.

The use of copyrighted material in the Program is being used under the Fair Use Guidelines.

Contestant Name: \_\_\_\_\_

Contestant Signature: \_\_\_\_\_

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

I hereby warrant that I am the parent and/or legal guardian of the individual who signed the foregoing Participant Consent & Release, that I am at least 18 years of age, that I have caused said individual to execute said Participant Consent & Release, that I will not instruct, authorize or permit said individual to disaffirm the foregoing Participant Consent & Release, and that I will indemnify WRGT and the Released Parties from and against any and all claims, liabilities and expenses with respect to said Participant Consent & Release, and that, knowing of WRGT's reliance hereon, I agree to cause said person to adhere to all of the provisions of said Participant Consent & Release.

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_