

## **“Untitled Food Competition Project” working title VOLUNTARY PARTICIPATION AGREEMENT**

I, \_\_\_\_\_ **(PLEASE PRINT NAME)**, desire to voluntarily participate in the casting process, including but not limited to interviews and auditions (the “Activity”) so that I may be considered as a potential participant for the television program currently entitled “Untitled Food Competition Project” (the “Program”) being produced by Sharp Entertainment, LLC (“Producer”) and intended for potential broadcast on a basic cable television network (“Network”). In connection with my participation in the Activity, I acknowledge, represent, warrant and covenant as follows:

(1) I am at least eighteen (18) years of age or older, and I am a legal resident of one of the 50 states of the United States of America.

(2) I am not a candidate for public office.

(3) I am in good health and I have no medical, physical or emotional condition that might interfere with my ability to engage in the Activity.

(4) I am not under the influence of any medication, drugs, or other substance that might impair my physical or mental ability to engage in the Activity or that might impair my judgment while engaging in the Activity.

(5) I have completed the Casting Application form, incorporated herein by this reference, honestly and accurately, and that I have read, understood and agree to the eligibility requirements included herein.

(6) I have the full power and authority to enter into this Agreement, and none of the execution, delivery or performance of this Agreement requires the consent or approval of any third party or conflicts with or constitutes a default under, any agreement (written or oral) by which I am bound.

(7) I will follow all rules made and directions given by Producer in connection with the Activity.

(8) I understand and agree that if I am chosen to be a participant and/or alternate on the Program I must be available to tape the Program from on or about July- August 2014, or other dates as determined by Producer at its sole discretion, and that I agree to be available for all those dates.

(9) I further understand that if I am chosen to be a potential participant and/or alternate, I may be required to submit to background checks as determined by Producer at its sole discretion and to execute a Participant Release as a condition of my continuing participation in the casting process, as well as a condition of my participation in the Program if I am selected to be a participant and/or alternate.

(10) Producer has no obligation to me whatsoever. Without in any way limiting the foregoing, I acknowledge and agree that Producer is under no obligation to select me to participate in the Activity or to include the Activity or my participation in the Activity in the Program or to select me to participate in the Program. I understand that I will not be paid any money or given any other consideration for giving Producer the rights listed in this Agreement or for signing this Agreement.

(11) I understand that I will keep strictly confidential all aspects of the Activity and Program.

(12) MY PARTICIPATION IN THE ACTIVITY IS AT MY OWN RISK. I RELEASE, DISCHARGE AND HOLD HARMLESS PRODUCER, NETWORK, EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, LICENSEES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES, AND ALL OTHERS CONNECTED WITH THE PROGRAM (COLLECTIVELY, THE “RELEASED PARTIES”), FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, IN ANY WAY ARISING OUT OF OR RESULTING FROM MY PARTICIPATION IN THE ACTIVITY OR APPEARANCE ON THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, AND LIABILITIES FOR INJURY, LOSS OR DAMAGE TO ME, TO ANYONE ELSE OR TO ANY PROPERTY, REGARDLESS OF WHETHER OR NOT SUCH INJURY, LOSS OR DAMAGE WAS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE

RELEASED PARTIES. I AGREE TO DEFEND, AND INDEMNIFY THE RELEASED PARTIES AND HOLD THEM HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, EXPENSES AND LOSSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) OF ANY KIND OR NATURE WHATSOEVER IN ANY WAY CAUSED BY OR ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY, A BREACH OR ALLEGED BREACH OF ANY OF MY REPRESENTATIONS OR WARRANTIES HEREIN, OR THE EXPLOITATION OF ANY OF THE RIGHTS I HAVE GRANTED.

(13) I understand that it is a federal offense, unless disclosed to Producer prior to broadcast, if any, to:

(a) Give or agree to give any member of the production staff and anyone associated in any manner with the Program, or any representative of Producer any portion of my compensation or anything else of value to arrange my appearance on the Program.

(b) Accept or agree to accept anything of value to promote any product, service or venture on the Program, or use any prepared material containing such a promotion where I know the writer/creator received consideration for it.

(14) I understand and agree that any material ("Material") I provide or provided to Producer in connection with the Program (including, without limitation, application materials, videos, photographs, etc.) and/or that the Producer creates during the Activity shall remain the sole property of Producer. I further understand and agree that Producer shall have the right to record me and the Activity and use (and to license or assign to others the right to use) my name, voice, likeness, appearance, biographical information, any information or Material provided by me, and any motion or still pictures or video or audio recordings Producer takes of me, in any and all media now known or hereafter devised, worldwide in perpetuity, and that Producer shall have these rights whether or not I am selected as a participant on the Program. I further acknowledge and agree that my appearances shall be considered "work made for hire" as that term is defined in the United States Copyright Act of 1976, 17 U.S.C. To the extent my appearances hereunder shall not be deemed works made for hire for copyright purposes, I hereby assign to Producer any and all right, title and interest that I may have in such appearances. Without limiting any other release I have provided, I hereby release the Released Parties from any and all claims, actions, damages, liabilities, losses, costs and expenses arising out of or resulting from Producer's exercise of its rights under this paragraph. I understand this Agreement is irrevocable. I agree that Producer may assign its rights under this Agreement. I hereby irrevocably waive any right to seek injunctive or other equitable relief or to otherwise prevent the full exploitation of all rights granted in this Agreement.

(15) This Agreement in all respects shall be construed under and subject to the laws of New York applicable to contracts made and wholly performed therein, without regard to conflicts of law principles. Any action initiated by either party hereto based on or arising out of this Agreement shall be brought in the federal or state courts located in New York, and I hereby expressly consent and submit to the personal jurisdiction and venue of the aforesaid courts.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Email Address)

RELEASE AND AUTHORIZATION

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby irrevocably grant to Sharp Entertainment, LLC ("Producer"), its successors, licensees and assigns, the right to photograph, film, videotape, record, reproduce, depict, portray, exploit and use, in any manner it desires, and grant to others the right to photograph, film, videotape, record, reproduce, depict, portray, exploit and use in any manner they desire, my actual and simulated likeness, photograph, voice, characteristics, sound effects, actions, etc., with full agreement that Producer is the sole owner of all of the results and proceeds of such photography and recordings, and I hereby irrevocably consent to the use of my name, voice, characteristics, biographical material, sound effects, actions, any such photography and recordings, and any reproduction thereof, alone or together with any likeness, image or voice from any other motion pictures, television or other product, including without limitation any pictures, video or other recordings of my voice and likeness submitted by me or on my behalf to the producers as part of the production and/or casting process, in and in connection with the production, exhibition, distribution, advertising, promotion, merchandising and exploitation of the television program presently entitled "Untitled Food Competition Project" and/or any other program (collectively, "Program"), throughout the universe, in all languages, in all media, versions and forms, now known and hereafter devised, in perpetuity. I understand and agree that Producer reserves the right to modify, reschedule, postpone, cancel or not utilize my segment at any time prior to the date of taping or airing, for any reason. I agree that I shall be entitled to no additional consideration as a result of the exercise of the rights granted herein. I hereby release Producer and all others, including but not limited to advertisers connected with the Program, as well as Producer's parents, subsidiaries, affiliates, successors, licensees and assigns, and all of their respective officers, directors, shareholders, employees, agents and representatives, from any and all claims arising out of or relating to my appearance in the Program, including but not limited to any injury or damage to myself in any way resulting from or relating to my participation in the Program or from the exercise of any of the rights granted to Producer above. In no event shall I have any right to seek or obtain injunctive or other equitable relief with respect to any of the rights granted to Producer hereunder, including but not limited to the telecast of any photography or recordings, and I have no right to rescind or terminate this agreement or any of Producer's rights hereunder. I waive any right of inspection or approval of the results and proceeds of such photography and recordings or the uses to which such results and proceeds may be put and the right to assert any claims relating thereto. Producer may assign this agreement and its rights hereunder to any party.

I understand and agree that this (as well as any and all other releases and/or authorizations presented by Producer and signed by me) is the complete and binding agreement between me and Producer, superceding all prior understandings and communications with respect to this subject matter. This agreement shall be exclusively governed by and construed in accordance with the laws of New York applicable to agreements entered into and wholly performed therein. Any action initiated that is based on or arising out of this agreement shall be brought in the federal or state courts located in New York, and I hereby expressly consent and submit to the personal jurisdiction and venue of the aforesaid courts.

I warrant that I am at least eighteen (18) years of age, and that I have the full, complete and unrestricted right and authority to enter into this release. I understand that Producer will proceed in reliance hereon.

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TEL. #: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_