

RIVERFEST SINGING IDOL 2009 – PERSONAL RELEASE

DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THIS RELEASE IN ITS ENTIRETY

In full and complete consideration of Beloit Riverfest, Inc. ("Producer") possibly including me as a participant Riverfest Singing Idol including, but not be limited to, the interview, audition, and elimination processes (the "Riverfest Singing Idol 2008 Program") 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 include me in the Riverfest Singing Idol 2009 Program, or broadcast my appearance in the Riverfest Singing Idol 2009 Program, if any, I hereby agree as follows.

I grant to Producer 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, edit and otherwise use my appearance, name, likeness, voice, singing voice, conversation, sounds and biographical data on or in connection with the Riverfest Singing Idol 2009 Program in any manner in Producer's sole election and discretion, which use shall not entitle me to receive any compensation whatsoever. I agree that Producer is the sole owner of all results and proceeds of such film, tape, photography and/or recording and my appearance thereon, with the right for Producer 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, motion pictures, television and publishing, and in connection with the advertising, sale, promotion, marketing, merchandising (including slot machines), distribution, publicizing and all other types of exploitation of the Riverfest Singing Idol 2009 Program or any part thereof, or in any manner whatsoever. Producer shall also have the unrestricted right to edit the content and text of the Riverfest Singing Idol 2009 Program in any manner or form.

I understand that I may reveal, and other parties may reveal, information about me that is of a personal, private, embarrassing or unfavorable nature, which information may be factual and/or fictional. I acknowledge and agree that Producer shall have the right to (a) include any or all such information and appearances, depictions or portrayals in the Riverfest Singing Idol 2009 Program as edited by Producer in its sole discretion, and (b) to broadcast and otherwise exploit the Riverfest Singing Idol 2009 Program containing any or all such information and appearances, depictions or portrayals in any manner whatsoever in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity.

In the event I perform or display any original material on the Riverfest Singing Idol 2009 Program written or otherwise controlled by me (for example, music, choreography, photography, lyrics, clothing, etc., collectively called the "Material"), I hereby grant to Producer, without charge, the rights necessary to perform and/or display such Material on the Riverfest Singing Idol 2009 Program and the rights required to exploit the Riverfest Singing Idol 2009 Program and the ancillary rights therein, inclusive of the Material, in any and all media now known or hereafter devised, and for any other purpose, throughout the universe in perpetuity.

I agree to follow all of Producer's rules, directions and instructions in all matters relating to the Riverfest Singing Idol 2009 Program, which rules are subject to change at Producer's sole discretion. I will accept any and all decisions of Producer on discretionary matters (including but not limited to the audition process and contestant selection) as final and acknowledge that the interests of the Riverfest Singing Idol 2009 Program shall override those of any participant. I 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 Riverfest Singing Idol 2009 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 Riverfest Singing Idol 2009 Program should I at any stage supply untruthful, inaccurate or misleading personal information, fail to abide by the rules or regulations of the Riverfest Singing Idol 2009 Program, or for any other reason or for no reason at all. If I am selected, I agree that Producer is not obligated to have me appear on, or to broadcast my appearance on, the Riverfest Singing Idol 2009 Program and may disqualify me at any time in its sole discretion.

If I am under 18 years of age, I understand and agree that I and my parent or legal guardian must sign each of the forms and that me and my parent or legal guardian will cooperate with Producer in having such forms court approved, if necessary. 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 compensated by 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 this Release by me.

I hereby release, discharge, and hold harmless Producer, its assignees, licensees, agents, and affiliates, television and radio broadcasting stations, sponsors, advertising agencies, and any and all others connected with the Riverfest Singing Idol 2009 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 Riverfest Singing Idol 2009 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 Producer or the Released Parties as a result of my participation in the Riverfest Singing Idol 2009 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 Producer and the other Released Parties including Riverfest Singing Idol 2009 Program sponsors, and to hold each of them harmless from any and all liability, claim, action, damage, expense (including reasonable attorneys fees), 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 Riverfest Singing Idol 2009 Program. In no event shall I have any right to injunctive or other equitable relief against any of the Released Parties in connection with the Riverfest Singing Idol 2009 Program.

I acknowledge that there is a possibility that after my execution of this Release, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Release was executed and which, if known by me at that time, may have materially affected my decision to execute this Release. I acknowledge and agree that by reason of this Release, I am assuming any risk of such unknown facts and such unknown and unsuspected claims.

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. I shall notify Producer immediately if any person attempts to induce me to violate the foregoing or to do anything dishonest.

I 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 Release. If I am not at least 18 years of age, I agree to have my parent sign this Release in the space below. I am not a member of AFTRA, SAG or any other performing arts guild and am not a candidate for public office. In the event I am a member of AFTRA, SAG or any other performing arts guild, I understand and agree that my appearance on the Riverfest Singing Idol 2009 Program, if any, shall not be deemed to be a performance under any collective bargaining agreement.

I agree and understand that this Release shall be deemed entered into in Rock County, Wisconsin, and that it shall be governed by and interpreted under the laws of Wisconsin and by the courts of Rock County. I agree not to disclose or discuss events related to the Riverfest Singing Idol 2009 Program, or authorize any third party to do the same, without the prior written approval of Producer. I shall not directly or indirectly issue or permit the issuance of any publicity whatsoever with respect to the Riverfest Singing Idol 2009 Program or my appearance in connection therewith. I shall not use the name of the Riverfest Singing Idol 2009 Program in any way at any time without Producer's prior written approval in each instance.

SIGNATURE: _____

Printed Name: _____

DATE: _____

Date of Birth: _____