

APPLICATION FOR VERTICAL POLE CHALLENGE



Vertical Pole Challenge
3565 Las Vegas Blvd.
Suite 200
Las Vegas, NV 89109

1. Name: _____
Last First

2. Address: _____
Street City State/Province Zip/Postal

3. Phone: _____
Home Mobile

4. Date of Birth (Month/Day/Year) _____

5. Description of yourself and why you want to be a contestant:

Vertical Pole Challenge

Program/Project Title: "Vertical Pole Challenge"

Artist/Guest Name: _____

(Check one) Performance: ___ Interview: ___ MOS: ___

PRODUCER: Perry Johnson : DATE: _____

GUEST/PERFORMER RELEASE

This release is made to allow Vertical Pole Challenge ("VPC" or "you") its parent and related companies, subsidiaries, affiliates, and divisions, to include me as a guest performer in a production and/or publication tentatively entitled Vertical Pole Challenge (the "Programming"). I am giving this release in consideration for VPC allowing me to participate as a guest performer in the Programming and I recognize that my signature on this release is a condition of your permitting me to be a guest on or a performer in the Programming or both. I agree that you may tape and photograph me and record my voice and conversation including quotes, paraphrases, sounds, and any performance of musical composition(s), for use in and in connection with the Programming (the "Performance"). I also understand and agree that this Programming/Publication is not covered by or subject to a collective bargaining agreement with any guild or union and that there will be no payment due, including residuals, in connection with my performance.

I agree that you shall be the exclusive owner of all copyright and other rights in and to the Programming and Performance and will be able to use them forever and throughout the world, and to license others to use them, in any manner you wish and in any and all media now known or hereafter discovered or developed. Notwithstanding the prior sentence, VPC shall not commercially release any audio or audiovisual products intended for home consumer use which embody any performance of musical compositions in the Performance, without VPC obtaining any necessary approvals that may be required by my record label, if applicable.

I further irrevocably agree that you may use and license others to use the Performance or excerpts there from, and my name, voice, likeness and any biographical facts which may have been provided to you, in the Programming, and in any related or derivative versions and/or uses of the Programming (including, without limitation, any serialization(s), translation(s) and/or adaptation(s) thereof), and in the advertising, marketing and promotion of the Programming and/or VPC in all mediums and/or media, including but not limited to merchandising of the Programming, its related products and/or CDR/RDR. I confirm that, to the best of my knowledge any statements made by me during the Performance will be true and will not violate or infringe upon any third party's rights.

I agree that, at no cost to you, I have secured, or will secure (and/or will arrange with any respective publisher and/or third party owner to secure) all rights, including, without limitation, synchronization rights necessary for you to use any musical composition(s) written, co-written and/or performed by me that is contained within the Programming. Notwithstanding the foregoing, nothing in this release shall affect my right, or the right of any authorized publisher or co-writer, to collect public performance royalties.

Complete only for hazardous activity: I am volunteering to engage in the following activity (ies) in connection with the Programming scheduled to take place on _____ at _____ (the "Event"); _____.

I acknowledge and fully understand that the foregoing is/are hazardous activity (ies).

I hereby agree not to sue and irrevocably and unconditionally release, waive and forever discharge CDR/RDR, its past, present and future parents, subsidiaries (whether or not wholly-owned), affiliates, divisions, agents, representatives, employees, successors and assigns, jointly and individually (hereinafter collectively referred to as "Releasees"), from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which I (or my assigns, agents and/or representatives) ever had, now has, or in the future may have against the Releasees, including, but not limited to claims arising out of or related to the uses described herein, the Event, the Programming, the Performance, and/or my decision to perform the Event. I further agree that I shall be liable for any attorneys' fees and costs incurred by VPC in connection with any claim or lawsuit brought in violation of this agreement. In no event shall I have the right to enjoin the development, production or distribution or exploitation of the Programming. VPC may transfer and assign this agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction. This release shall be binding on all of my successors-in-interest and heirs. This agreement sets forth the entire agreement between us with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties. This agreement shall be governed by the laws of the State of California. The parties hereto agree to submit to jurisdiction in the State of California. I am aware that federal law prohibits "payola" and "plugola", and I acknowledge that, among other things, it is unlawful to accept anything of value for promoting any product, service or company, or arranging for any person to appear, on the air. I warrant that I will not violate any such law.

SIGNATURE: _____ date _____

(PRINT) NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

VPC will make one date at each Studio/Club that has participants, and will make edits from one list of comments prior to air date.