

Programming/Project Title: _ Dallas Cowboys Cheerleaders: Making the Team

Guest/Participant Name: _____

Performance: _____ **MOS:** _____ **Interview:** _____

Producer: Triage Ent., LLC **Date:** _____

APPEARANCE RELEASE

This release ("Release") is made to allow **Triage Entertainment, LLC** and its successors, affiliates, licensees and assigns, including without limitation event and program sponsors, advertisers, and marketing partners, ("**Producer**") to include _____ ("**me**" or "**I**") as a guest/participant in a production and/or publication tentatively entitled **Dallas Cowboys Cheerleaders: Making the Team** (the "**Programming**"). I am giving this Release in consideration for Producer allowing me to participate as a guest/participant in the Programming and I recognize that my signature on this Release is a condition of Producer permitting me to be a guest/participant in the Programming or both. I understand that my acceptance and signature of this Release is not a condition to my participating in the Dallas Cowboys Cheerleaders auditions and will have no effect on the results of my audition. I agree that Producer may tape and photograph me and record my voice, conversation, and any and all other activity and results thereof (including quotes, paraphrases, sounds performance(s) of musical composition(s), and drawing(s), sketching(s), and/or similar work(s) (collectively, "Artwork") I create on-camera) for use in and in connection with the Programming and other sponsored or unsponsored programming (my "**Participation**"). I also understand and agree that this Programming is a non-guild production and there will be no residual or any other type of payment due in connection with my Participation. I acknowledge and agree that the Programming may contain information, statements, or representations ("**Information**") relating to me of a personal, private, disparaging, embarrassing and/or unfavorable nature, and that such Information may be summarized, edited, or modified in a manner that may be misleading or untrue. I further acknowledge that the Information may expose me, my family, and/or others to public ridicule or embarrassment. I voluntarily agree to participate in the Programming with full knowledge of the foregoing and freely and voluntarily assume all risk associated therewith. Notwithstanding anything to the contrary contained herein, to the extent that I am rendering any musical performances in connection with the Programming and I am currently a party to an exclusive recording agreement in effect with a record company with which Viacom Media Networks (and/or any of its affiliates, including but not limited to CMT) ("**VMN**") has negotiated certain terms and conditions that are applicable to any such musical performances ("**Record Company**"), this Release shall be subject to such applicable terms and conditions, unless otherwise authorized by Record Company. In the event of a conflict between the terms of this Release and the terms of any agreement between VMN and my Record Company, the terms of the agreement between VMN and my Record Company shall control.

I agree that Producer shall be the exclusive owner of all copyright and other rights in and to the Programming, my Participation, and any excerpts therefrom, and that Producer will have the exclusive right to use, and license or otherwise authorize others to use them, in any manner Producer wishes and in any and all media now known or hereafter discovered or developed, in perpetuity, throughout the universe. Notwithstanding the prior sentence, Producer shall not commercially release any audio or audiovisual products intended for home consumer use which embody any performance of musical compositions in my Participation or any Artwork created in my Participation, without Producer obtaining any necessary approvals that may be required by my Record Company, if applicable.

I further irrevocably agree that Producer may use and license others to use my name, voice, likeness and any biographical facts which may have been provided to Producer, in connection with the Programming, and for advertising, publicity, marketing, promotional and commercial tie-in purposes in connection with the Programming and/or any other works based upon the Programming, all allied ancillary and subsidiary rights therein and thereto (including, without limitation, merchandising and commercial tie-in rights), or any other use of the Programming, as well as in or in connection with promotional materials for the network on which the Programming is exhibited (the "**Network**"), its programming services, affiliates and sponsors, other Network programs and for the institutional purposes of the cable industry generally, in all media now known or hereafter devised. I confirm that, to the best of my knowledge (in the exercise of reasonable prudence and due diligence) any statements made by me during my Participation will be true and will not violate or infringe upon any third party's rights. I agree to comply with all instructions regarding safety in connection with the Programming.

I acknowledge that I may be provided with knowledge and/or information (or access to knowledge and/or information) that is of a secret, confidential, or proprietary nature, including but not limited to all information regarding the Programming, including, without limitation, information relating to the existence of the Programming prior to public disclosure thereof by the Producer, the premise and title of the Programming, the names of individuals associated with the Programming, and other elements relating to production of the Programming; and knowledge or information regarding the business of Producer or VMN or their affiliates, licensees, successors and assigns, and their production and trade practices (together "**Confidential Information**"). I agree in perpetuity not to disclose any Confidential Information to any person or entity or make any use of any Producer or Confidential Information. This paragraph shall not apply to information that becomes generally known to the public through no fault of mine, or that I am required to disclose by law pursuant to a proper protective order approved by Producer and VMN. I shall inform Producer immediately in the event any persons or entity offers to pay or provide myself or any related party with any form of compensation in exchange for the disclosure of Confidential Information. For the purpose of this Agreement disclosure of Confidential Information as set forth herein shall include, but not be limited to, engaging in conversation related to the Programming with any individual in a public place (including without limitation restrooms, elevators and restaurants, or any other area in which there is not a reasonable expectation of Privacy) and on cellular telephones because such conversations may be overheard.

For the avoidance of doubt, I understand and acknowledge that all aspects of the publicity and promotion for the Program shall be at Producer's and its designees' sole discretion. At no time shall I or any of my agents or representatives directly, or through any publicity representative or otherwise, circulate, publish or otherwise disseminate any news story, article, book or other publicity relating to the Program.

I understand and acknowledge that my confidentiality obligations and publicity restrictions hereunder shall apply to any and all media whatsoever, including, without limitation, any social networking site; micro-blogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user modified website ("wiki"); or any other website, service, platform, program, application or other form or method of communication, whether now known or hereinafter devised. For example and for the sake of clarity, I understand and acknowledge that I may not make disclosures prohibited hereunder via Facebook, Twitter, YouTube or any other similar website or service, whether existing now or in the future.

I acknowledge and agree that any disclosure of such Confidential Information by myself or any related party in violation of this Release shall constitute a material breach of this Release and shall cause Producer and VMN irreparable injury. I further agree that in the event of any disclosure by myself or any related party in violation of this Release, I shall be liable to Producer and VMN and shall pay to Producer and VMN, as liquidated damages, and not as a penalty, the sum equal to the greater of Three Million Dollars (\$3,000,000.00) or the amount of money you will earn for supplying your goods and/or services in connection with the Program, which amount represents the result of a reasonable endeavor by Producer, VMN and myself to ascertain the fair average compensation for any harm that Producer and VMN will sustain as the result of such disclosure. I expressly agree that this liquidated damages amount represents reasonable compensation for the harm which will be incurred by Producer and VMN as a result of such disclosure, that this liquidated damages provision is necessary because Producer and VMN will in fact suffer significant damages as a result of violation of this Release, and that the amount of those damages is impracticable to calculate or ascertain with certainty or specificity. In addition, I agree that in the event of such disclosure in violation of this Release, Producer and/or VMN shall have the right to seek, among other things, (a) injunctive relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this Release by Recipient or any related party, (b) recovery or disgorgement of the monies or other consideration received in connection with such disclosure, if any, and (c) recovery of Producer's and/or VMN attorneys' fees incurred to enforce this Release.

I agree that, at no cost to Producer, 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 Producer to use any musical composition(s) written, co-written and/or performed by me that is/are contained within the Programming, and all rights in the Artwork (in each case, if any). 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 represent and warrant that all information I am providing to Producer on this Release is valid, true and accurate, and that I have (or will concurrently provide) to Producer full and accurate information regarding my name (including prior names, aliases and professional/stage names), address and date of birth, for Producer's record-keeping purposes. Producer shall be entitled to assign all or a portion of the rights and licenses granted herein and shall be entitled to assign this release in its entirety to any entity or individual without restrictions. This release is binding upon and shall inure to the benefit of the respective licensees, successors, and assigns of the parties hereto. I agree to comply with all instructions regarding safety in connection with the Programming. I hereby agree not to sue and irrevocably and unconditionally release, waive and forever discharge Producer and its past, present and future parents, subsidiaries (whether or not wholly-owned), affiliates, divisions, agents, representatives, employees, successors and assigns, jointly and individually, and all entities and persons associated with the Programming (all of the foregoing, collectively, "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, my Participation, and/or my decision to perform the Event. I further agree that I shall be liable for any attorneys' fees and costs incurred by Producer and/or any of the Releasees in connection with any claim or lawsuit brought in violation of this Release. In no event shall I have the right to enjoin the development, production or distribution or exploitation of the Programming. Producer may transfer and assign this Release 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 Release sets forth the entire agreement between me and Producer with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties. This Release shall be governed by the laws of the State of New York. The parties hereto agree to submit to jurisdiction in the State of New York.

SIGNATURE: _____ Date: _____ DATE OF BIRTH: _____

(PRINT) NAME: _____

LIST ALL PRIOR NAMES, ALIASES, PROFESSIONAL/STAGE NAMES, ETC: _____

ADDRESS: _____ CITY, STATE, ZIP: _____ TELEPHONE: _____

[THIS INFORMATION IS BEING OBTAINED AND WILL BE MAINTAINED SOLELY FOR LEGALLY-MANDATED RECORD-KEEPING PURPOSES.]

TO BE SIGNED BY THOSE AUTHORIZED BY POWER OF ATTORNEY: I represent and warrant that I have full right, power and authority to execute this Release on behalf of guest/performer and accordingly, that guest/performer is bound by all of the terms and conditions of this Release.

Signature: _____ Print Name: _____

FOR USE BY PARENT OR GUARDIAN OF GUEST UNDER 18 YEARS OF AGE: I represent that I am a parent/guardian of the minor named in the above Appearance Release and I agree that the grant and release contained therein binds us and said minor to all of the terms thereof.

Signature of Parent or Guardian: _____ Print Name: _____ Date: _____