

Voluntary Participation Agreement and Contestant Release

THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS AND RESPONSIBILITIES
PLEASE READ IT CAREFULLY BEFORE SIGNING

To: Regina Taylor, P.O. Box 801867, Santa Clarita CA 91380

Ladies/Gentlemen:

I, _____, have volunteered to participate as a contestant in Regina Taylor's Cell Short Takes "Eyes on LA" film contest (the "Contest") being organized by you ("Producer"). I acknowledge and agree that my sole compensation for my participation as a contestant in the Contest will be a chance to win the prize(s) to be awarded to the winners of the Contest. As an inducement to Producer's considering me as a contestant in the Contest, I am making material statements, representations and promises in this Agreement and Release. I understand that Producer may require me to forfeit my participation in the Contest and any of my winnings if any of my statements or representations are false, misleading or incomplete, if I break any promise, or if I fail to abide by this Agreement and Release in any way, and Producer may make any announcement Producer chooses, in order to explain or disclose any false, misleading or incomplete statement(s) or broken promise(s).

As an inducement to Producer's considering me as a contestant on the Contest, I represent, warrant and agree as follows:

1. I am at least eighteen (18).
2. I am a U.S. citizen or a legal U.S. resident, and a Los Angeles, CA area resident.
3. Neither I nor any member of my immediate family or anyone living in my household is currently, or has been within the past two (2) years, an employee, officer, director or agent of any of the following:
 - (a) Producer or any related entity;
 - (b) any person or entity involved in the production of the Contest
 - (c) any known sponsor of the Contest or its advertising agency; or
 - (d) any person or entity supplying services or prizes to the Contest.

In addition, Producer reserves the right to render ineligible any person who Producer determines, in its sole discretion, is sufficiently connected with the Contest such that his or her participation in the Contest could create the appearance of impropriety.

4. I agree to follow and obey all Contest rules (as they may be changed, modified or amended by Producer in its sole discretion from time to time). I understand that failure to comply with any such rule may result in my immediate disqualification and/or elimination from the contest or the Contest in Producer's sole discretion, and the forfeiture of any prize. The waivers, releases, and indemnities set forth in this Agreement and Release and any other agreement that I may execute in connection with the Contest expressly apply to any such disqualification or failure to disqualify. I shall immediately report to Producer any violations of such rules by any other contestants or other participants. I agree to cooperate with, and to follow, all of Producer's directions and instructions in all matters. Producer's decisions on all matters (including, without limitation, contestant selection and elimination and decisions regarding the creation and implementation of terms, conditions and rules governing the Contest) shall be within Producer's sole control and shall be final and binding on me in all respects and shall not be subject to challenge or appeal. I understand that Producer reserves the right, in its sole discretion and at any time, to change, add to, delete from, modify or amend the terms, conditions and rules affecting the conduct of the contestants and other participants on the Contest, the

Contest activities, the elimination of contestants from the Contest and the granting or withholding of prizes, and I agree to be bound by the terms, conditions and rules as modified by Producer.

5. I acknowledge, warrant, represent and agree to the following: (i) all artistic, literary, dramatic, musical and/or other material included in my submission or otherwise submitted, prepared, and/or performed by me (collectively, the "Materials") in connection with the Contest, shall be wholly original and are wholly owned and controlled by me, (ii) the Materials may be altered, modified, used, recorded, publicized and/or exploited throughout the universe and in perpetuity by Producer, its agents, assignees and licensees at its sole discretion and shall not be returned to me, (iii) the Materials do not and will not violate any law, statute, ordinance or regulation and they are not and will not be defamatory, trade libelous, pornographic or obscene and are not subject to any lawsuit, claim, lien or encumbrance, (iv) the rights granted herein will not infringe on any rights or interests of any third party and no additional consent from any parties regarding any elements contained in the Materials will be required for Producer to exercise the rights granted to it herein, (v) no consent of any third party is required for me to submit my film to Producer, participate in the Contest, enter into this Agreement and grant all of the rights granted herein, (vi) no payment is due to any third party for any use of the Materials by Producer, and (vii) the Materials will include no depiction of anything that is obscene or illegal, that promotes hate or violence, that promotes any religious or political agenda or that is offensive to any racial or ethnic group. Without limiting the generality of the foregoing, I represent and warrant that I have obtained written consent from all persons and locations appearing in the Materials, all music included in the materials and all other elements used in the Materials in which any third party has any right, title or interest for all uses pursuant to the Agreement, and I will provide copies of all such written consents upon Producer's request.
6. I consent to the use, without any compensation to me, of my submission, the stories contained therein and excerpts thereof, as well as my name, voice, photograph and/or likeness by Producer, and Producer's licensees, successors and assignees and each of their respective parent, affiliated and subsidiary companies for advertising and promotional purposes in connection with the Contest and any future similar contests or in and in connection with other production activities of Producer in all media now known or hereafter devised. I understand and agree that all publicity in connection with the Contest is under the sole control of Producer. I will not myself, or authorize others to, advertise or promote my participation in the Contest or receive or generate any monetary advantage from my participation in the Contest (other than prizes that may be awarded to me by Producer) or make derogatory comments/statements pertaining to the Contest or anyone involved with the Contest, including other contestants.
7. I grant to Producer the right to screen my submission, and portions thereof, in the current year and all future years, and I grant to Producer, without any additional compensation to me, the non-exclusive right to exhibit, transmit, perform, advertise, promote and otherwise exploit my submission, and portions thereof, for all purposes in all media now known or hereafter devised throughout the Universe in perpetuity without any further payment to me or any third party.
8. For the period beginning from the date of this Agreement and Release and ending on the date that is three months following completion of the Contest, I agree to be available and to participate as, when, and where Producer may require, in connection with publicity, interviews and similar matters in connection with the Contest as and when designated by Producer in its sole discretion (whether before, during or after production of the Contest).
9. I shall cooperate by making available and furnishing any information or material that is requested of me. The photographs, film, tapes, video and sound recordings of everything I say or do on or in connection with the Contest will be owned by Producer to do with as Producer wishes at any time in the future, as often as Producer wishes, without any payment to me or any other consideration of any kind whatsoever.
10. I shall not mention or "plug" any commercial product or service in my submission or otherwise in connection with the Contest. I have not paid or accepted any money or other valuable consideration (including a division of any prizes) in connection with my appearance on the Contest, or authorized anyone else to do so. I am aware that payment or acceptance of, or agreement to pay or accept, any money or valuable consideration for

the appearance of any person or the mention of anything on the Contest without disclosure to the broadcaster prior to broadcast is a federal offense punishable by fine and imprisonment. I agree to immediately provide written notice to Producer or a representative of Producer if anyone tries to induce me to accept any such payment.

11. I understand that my success or failure in the Contest is affected by the judges' decisions and the actions, and performances of other contestants and participants. The waivers, releases, and indemnities in this Agreement and Release and any other agreement that I may execute in connection with the Contest expressly apply to any such decision, action, and performance of other contestants and/or participants, and to any other action by another contestant and/or other participant or any other third party occurring at any time.
12. I am aware that it is a federal offense, punishable by fine and/or imprisonment, for anyone to rig the outcome of the Contest with the intent to deceive the public, and that it is a federal offense to offer or accept any special assistance in connection with the Contest. I agree that I will not participate in any such act or in any other deceptive or dishonest act with respect to the Contest. If anyone tries to induce me to do any such act, I shall immediately provide written notice to Producer or a representative of Producer.
13. I shall pay all state, federal and other taxes and license fees on any and all cash and/or prizes that I win. As used in this Agreement and Release, the word "prizes" means all money or things of value that I may receive in connection with the Contest. I hereby release Producer and all persons and entities connected with the Contest, of any and all liability in connection with any such taxes. Producer may deduct or require payment of any such tax before delivery of cash and/or prizes.
14. If I win a prize, I understand that notification will be sent to me at the email address provided by me to Producer. I understand that it is my responsibility to contact Producer and claim the prize. If I fail to do so within 30 days after the date of Producer's written notification to me, I shall forfeit my right to the prize. Producer shall not be responsible for any delays in delivery of a prize by a supplier or for the condition in which it is received. My refusal to accept any prize shall constitute a forfeiture of that prize and shall release Producer, and all persons and entities connected with the Contest, from any and all obligations in connection with such prize. If for any reason any prize I win cannot be supplied, I shall accept either a prize of comparable value or a cash amount equal to the fair market value of the prize I won, as determined by Producer in its sole discretion.
15. I shall not share, or make any agreement or promise to share, any prize or any portion of any prize with any other contestant, and any such purported agreement or promise shall be unenforceable. Prior to delivery, I may not assign any prize or cash which I win to another person or organization.
16. If the Contest is halted for any reason, I shall abide by Producer's decision regarding resumption of the Contest and the disposition of any prizes, and Producer and all persons and entities connected with the Contest will not be liable for any costs, losses or claims caused by any interruption or by Producer's not proceeding with the Contest.
17. I acknowledge and agree that all of the information that I have provided to Producer is true, accurate, and complete. I agree that Producer may disclose any and all of the information provided by me to any person for any purpose, on or off-air. I understand and acknowledge that providing false or incomplete information to Producer may result in my disqualification and/or elimination from the Contest in Producer's sole discretion, and the forfeiture of any cash and/or prize(s) won by me.
18. Producer may freely assign this Agreement and Release and all rights of Producer under this Agreement and Release, and delegate any of Producer's obligations under this Agreement with respect to my participation in the Contest, and any assignee or delegate may further assign or delegate its obligations. Upon any such assignment or delegation, Producer shall have no further obligation to me under this Agreement and Release or in connection with the obligation that is delegated. I acknowledge I have no right to assign this Agreement and Release in whole or in part.

19. I agree that, if I am selected by Producer to be a contestant, my appearance as a contestant in the Contest is not and does not constitute employment and is not subject to any union or guild collective bargaining agreement, and does not entitle me to wages, salary, corporate benefits, workers' compensation benefits, or other compensation under any such collective bargaining agreement or otherwise.
20. I understand and acknowledge that Producer may cancel production of the Contest at any time, for any reason, in its sole discretion, without any obligation to me whatsoever, other than to pay me any winnings earned by me, to the date of cancellation.
21. I represent and warrant that I have had the opportunity to review this Agreement and Release before signing it. I further acknowledge that I have the right to and may elect to have an attorney review this Agreement and Release in its entirety before signing it. Accordingly, no presumption for or against Producer or me arising out of the drafting of all or any part of this Agreement and Release will apply or will be applied in any arbitration or other legal proceeding relating to or involving this Agreement and Release or my appearance on the Contest.
22. This Agreement and Release is controlled by California law, and all controversies and questions with respect to this Agreement and Release and/or my appearance on the Contest shall be determined by the internal substantive laws of the State of California.
23. Any waiver of any term of this Agreement and Release in a particular instance shall not be a waiver of such term for the future. I agree that the invalidity or unenforceability of any part of this Agreement and Release shall in no way affect the validity or enforceability of any other part thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement and Release shall be in addition to and shall not limit any other remedy, right, undertaking, obligation, or agreement of either party.
24. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, I HEREBY RELEASE PRODUCER, THE OTHER CONTESTANTS AND OTHER PARTICIPANTS IN THE CONTEST, THE ADVERTISERS CONNECTED WITH THE CONTEST, EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, ALL OTHER PERSONS AND ENTITIES CONNECTED WITH THE CONTEST, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS, ASSIGNEES, AND LICENSEES (HEREIN THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) KNOWN OR UNKNOWN ARISING OUT OF, RESULTING FROM, OR BY REASON OF, MY PARTICIPATION IN OR IN CONNECTION WITH THE CONTEST, INCLUDING, WITHOUT LIMITATION, ANY USE OF MY SUBMISSION OR MY NAME, LIKENESS, BIOGRAPHY OR OTHER ATTRIBUTES, THE CANCELLATION OF THE CONTEST, THE EXERCISE BY PRODUCER OF ANY RIGHTS GRANTED BY ME UNDER THIS AGREEMENT AND RELEASE, OR ANY USE OF ANY PRIZE AWARDED TO ME IN CONNECTION WITH THE CONTEST. THIS RELEASE SPECIFICALLY INCLUDES, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES OF ANY KIND RESULTING FROM THE ACTIONS OF ANOTHER CONTESTANT, ANY PARTICIPANT, OR ANY OTHER THIRD PARTY AT ANY TIME. I AGREE THAT I WILL NOT BRING OR BE A PARTY TO ANY LEGAL ACTION OR CLAIM AGAINST THE RELEASED PARTIES, OR ANY OF THEM, BASED UPON OR ARISING OUT OF MY PARTICIPATION IN THE CONTEST OR IN ANY WAY RELATED TO THE CONTEST, OR ANY EXPLOITATION OF THE CONTEST, OR ANY RIGHTS GRANTED BY ME UNDER THIS AGREEMENT AND RELEASE, OR ANY USE OF ANY PRIZE OR GIFT AWARDED TO ME ON OR IN CONNECTION WITH THE CONTEST, ON ANY LEGAL THEORY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, RIGHTS OF PRIVACY AND PUBLICITY, EMOTIONAL DISTRESS, FALSE LIGHT, AND DEFAMATION).**
25. I agree to defend, indemnify and hold harmless the Released Parties, from any and all liabilities, claims,

actions, damages, expenses, losses, and costs of any kind (including, without limitation, attorneys' fees) caused by or arising out of my participation as a contestant in the Contest, including, without limitation, any of the following:

- (a) any statement or action made or taken by me or anyone else during or in connection with my participation in the Contest;
- (b) my failure to follow the advice or instructions of Producer, any of its officers, agents, representatives or employees, or anyone connected with the Contest;
- (c) my breach of this Agreement and Release; or
- (d) my possession or use of any prize.

26. I agree that this Agreement and Release (including the exhibit attached hereto), my application, and any other agreements I executed at the request of Producer, including the Contestant Release, constitute the entire agreement between the parties concerning the subject matter hereof, and supersede and replace all prior negotiations, proposed agreements and agreements, written and oral, relating thereto, and cannot be changed or terminated except by a written instrument signed by the parties hereto.

Dated: _____ Name (Please Print) _____

Place: _____ (Signature) _____

Alias(es): _____ Address (Street) _____

SSN: _____ (City) (State) (Zip) _____

Daytime Phone: (____) _____ Evening Phone: (____) _____

Cell Phone: (____) _____

Note: PLEASE KEEP US ADVISED IN WRITING OF YOUR CURRENT ADDRESS.

