

SECOND CHANCE SPCA

APPEARANCE RELEASE FORM, ARBITRATION PROVISION AND VOLUNTARY PARTICIPATION AGREEMENT

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

1. I understand that Northern Entertainment Productions, Inc. ("Producer") is producing the television program entitled "Friday Night Lights" (the "Program"), and that Producer would like for me to voluntarily participate in the production of the Program by engaging in the following activity or activities: **Crowd Extra** (the "Activity"). In connection with my participation in the Activity, including, without limitation, any rehearsals for the Activity, I hereby grant to Producer the right to take motion and still pictures of me and record my voice and any sounds made by me, and to obtain other information about me, including but not limited to my name, likeness, photograph, voice, dialogue, sounds, biographical information, personal characteristics and/or other personal identification (collectively, the "Footage and Materials"), and to use the Footage and Materials in and in connection with the development, production, distribution and/or exploitation of the Program and/or any other production, and in the advertisements and promotions for any such production and for any entity that may exhibit in any manner any such production (the "Advertisements"), throughout the universe at any time, in perpetuity, in any and all media, now known and hereafter devised, without any compensation to me whatsoever. The rights granted herein shall also include the right to edit, delete, dub and/or fictionalize the Footage and Materials, the Program, and the Advertisements as Producer sees fit in Producer's sole discretion.
2. 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 the Footage and Materials in the Program.
3. I will follow all rules made and directions given by Producer in connection with the Activity.
4. I represent and warrant the following: (a) I am in good health and have no medical, physical, or emotional condition that might interfere with my engaging in the Activity; (b) I will not consume any alcohol within twenty-four hours prior to engaging in the Activity, and will not be under the influence of any medication or drugs that might impair my physical or mental ability to engage in the Activity or that might impair my judgment while engaging in the Activity; (c) I am not currently, and during six months from today do not intend to be, a candidate for any public office; and (d) I am a member of the following performance arts unions or guilds: (List union membership; if none please write "None") _____
5. I understand that it may be a federal offense, unless disclosed to Producer prior to the exhibition of the Program, if any, to do any of the following: (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 in the Program or the Advertisements, or (b) accept or agree to accept anything of value to promote any product, service or venture on the air or to use any prepared material containing such a promotion. I represent and warrant that I gave nothing of value nor did I agree to give anything of value to anyone so I could be in the Program or the Advertisements. I know that Producer does not permit it and that it may be a federal offense not to tell Producer if I had. I shall notify Producer and network on which the Program will air immediately if any person attempts or has attempted to induce me to do anything in violation of the foregoing or which is in any way dishonest.
6. I understand that I will not be paid for participating in the Activity, for appearing in the Program, in the Advertisements, and in the Footage and Materials, for giving Producer the rights listed in this Agreement, or for Producer's exercise of any and all of the rights listed in this Agreement. I hereby waive any and all rights I may have to any compensation whatsoever. I acknowledge and agree that a significant element of the consideration I am receiving under this Agreement is the publicity I will receive if Producer includes the Footage and Materials in the Program and/or in the Advertisements. I know Producer will incur significant costs and expenses in reliance upon this Agreement, so I will not attempt to cancel it or to revoke any of the rights granted to Producer herein. I acknowledge that I am a volunteer and that I shall not be deemed to be an employee of Producer, nor shall I be entitled to the benefits provided by Producer to its employees. I agree not to make any commercial or any other use of the fact that I appeared in the Program or that Producer used the Footage and Materials in the Program.

SECOND CHANCE SPCA

7. (a) I shall keep in strictest confidence and shall not disclose to any other participant or other third party at any time (i.e., prior to, during, or after the taping or broadcast of the Program) any information or materials of any kind, including without limitation, any information or materials concerning or relating to Producer or NBC Universal, Inc. (“NBC”), the business of Producer or NBC, any program produced by Producer and/or broadcast by NBC, including, without limitation, any information concerning or relating to the Program, the Program participants, the location(s) of the Program, the events contained in the Program or the outcome of any event in the Program, that I read, hear or otherwise acquire or learn in connection with or as a result of my participation on the Program (collectively, the “Confidential Information”), I acknowledge and agree that the Confidential Information is confidential and the exclusive property of Producer and/or NBC. At no time will I ever, directly or indirectly, divulge in any manner, or use or permit others to use, any of the Confidential Information.

(b) I acknowledge that any breach by me of any of the confidentiality provisions of this Agreement would cause Producer and NBC irreparable 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 and NBC shall be entitled to injunctive and other equitable relief (without posting any bond) to prevent and/or cure any breach or threatened breach of the confidentiality provisions of this Agreement by me. I also recognize that proof of damages suffered by Producer and NBC in the event that I breach any of these confidentiality provisions will be costly, difficult, or inconvenient to ascertain. Accordingly, I agree to pay Producer and NBC the sum of Fifty Thousand Dollars (\$50,000) per breach plus disgorgement of any income that I may receive in connection with my breach as liquidated damages in the event that I breach any of the confidentiality provisions of this Agreement. I agree that Fifty Thousand Dollars (\$50,000) plus disgorgement of any income that I may receive in connection with my breach is a reasonable estimate of the amount of damages that Producer and NBC are each likely to suffer in the event that I breach any of these confidentiality provisions, considering all of the circumstances existing as of the date of this Agreement. Furthermore, I will defend, indemnify and hold harmless Producer, NBC, their parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees, from and against any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys’ fees) that in any way arise out of or result from my breach of any of the confidentiality provisions of this Agreement.

8. **RELEASE, AGREEMENT NOT TO SUE AND INDEMNITY.** To the maximum extent permitted by law, I agree that I will never sue Producer, NBC Universal, Inc. or anyone because I do not like the manner in which Producer and/or its licensees or assignees took or used the Footage and Materials or used the Footage and Materials in the Program or in any other Program or for any cause of action based on any of the Released Claims (as defined below). In addition, I understand that my participation in the Activity, and any travel by me in connection with the Activity, is at my own risk. To the maximum extent permitted by law, I, for myself and on behalf of my heirs, executors, agents, successors or assigns, hereby release, hold harmless, and forever discharge Producer, NBC, and any station or network that exhibits the Program, and each of their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees (the “Released Parties”), from any and all claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action whatsoever that in any way are caused by, arise out of or result from this Agreement, my appearance and/or participation in the Activity, the Footage and Materials, the Program, or in the Advertisements, the creation of the Footage and Materials, my presence at or travel to any location in connection with my participation in the Activity, or the broadcast or other exhibition of the Program, the Footage and Materials, or the Advertisements, on any legal theory whatsoever (including, but not limited to, personal injury, rights of privacy and publicity, defamation, or false light), regardless of whether caused by the negligence or willful misconduct of the Released Parties (collectively, the “Released Claims”). I will defend, indemnify and hold the Released Parties harmless from any and all such claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action, as well as all those that in any way are caused by, arise out of or result from any breach or alleged breach by me of any of the representations or warranties made by me in this Agreement.

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

SECOND CHANCE SPCA

10. **MEDIATION & ARBITRATION.** The parties agree that if any controversy or claim arising out of or relating to this Agreement cannot be settled through direct discussions, they shall endeavor first to settle the controversy or claim by a mediation administered by JAMS under its applicable rules. **IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (THE "JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE AN ARBITRATOR EXPERIENCED IN THE ENTERTAINMENT INDUSTRY AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF NEW YORK. THE PARTIES AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.**

11. This Agreement shall be interpreted under the internal, substantive law of the State of New York without regard to the conflicts of law provisions thereof. To the extent that the arbitration provisions of this Agreement are not enforced or court proceedings are otherwise required, commenced or maintained, the parties submit to the *in personam* jurisdiction of the Supreme Court of the State of New York located in the City of New York and the United States District Court for the Southern District of New York, and waive any objections that they may have as to jurisdiction or venue in any such courts.

12. As used herein, "Producer" shall include Producer, its licensees, successors and assigns, and each of their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, licensees and assigns. I agree that Producer may license, assign, and otherwise transfer this Agreement and all rights granted by me to Producer under this Agreement to any person or entity.

13. This is the complete and binding agreement between Producer and me, and it supersedes all prior understandings and/or communications, both oral and written, with respect to its subject matter. The illegality, invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any of the remainder of this Agreement, which shall be enforced to the maximum extent permitted by law. This Agreement cannot be terminated, rescinded or amended, except by a written agreement signed by both Producer and me.

I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT.

Signature: _____ Date: _____ Phone: _____

Print Name: _____ Date of Birth*: _____

Address: _____

If participant is under eighteen years of age: I represent and warrant that I am the parent or guardian of the minor whose name appears above. I acknowledge that I have read the foregoing Agreement and am familiar with each and all of the terms contained therein, I am satisfied that the Agreement is fair and equitable, and I hereby give my express consent to its execution by my child/ward and will not revoke my consent at any time. I hereby release the Released Parties as defined in Paragraph 8 above from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee the performance of my child's/ward's obligations and the grant of rights in and to the results and proceeds of my child's/ward's activities as set forth above.

Signature of Parent or Guardian: _____ Date: _____ Print

Name: _____ Phone: _____

SECOND CHANCE SPCA

For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.

FOR PRODUCTION USE ONLY:

Any possibility of LEG? YES NO (Circle one)

If yes, number on driver's license or other form of gov't issued photo ID: _____

Attach photocopy of ID document, or write tape number and time code of close-up of ID document here: _____