



"Untitled MTV Singing Group Project"

Audition Application

Personal Contact Information/Facts

Group Name: _____

Your Full Name: _____

Address: _____

City, State, Zip: _____

(C) _____

(H) _____

Email address: _____

Are you over 18? _____

Group members' names:

Does your group have a website/myspace page we can visit? Please provide the information below:

Are you a current member of a Union or have you been in the past? ___

SAG AFTRA AFM OTHER Please list.

_____ This Agreement and Artist's services are not subject to the jurisdiction of any union or guild.

Have you ever appeared on television or film? If so, please list the name of the show or film, the network or studio, and air or release date. If so, did you receive any form of payment?

Has your group ever performed professionally? Please explain.

Has your group ever put out a CD or demo? If so, was it distributed nationally or internationally? Where and what has happened to it now? Please include specific dates.

Are you currently signed to a record label? If so, which one? Have you ever been signed?

Are you in a musical contract, development or production deal of any kind? Please give us specific details.

Are you represented by an agent or a manager? If so, please provide their name, company name and phone number:

1) How did your group form?

2) What makes your group unique and memorable?

3) How would you describe your group's sound?

4) What is your group's all-time favorite cover song to perform and

why?

5) Do you write original material? Do you have a publishing deal? Please explain.

6) What instruments do you play, if any and do you incorporate dancing into your performances?

7) What is the most listened to song on your IPOD and why?

8) Who are your musical influences? If you could tour with any group, who would it be and why?

9) What is the most embarrassing or craziest moment you have encountered while performing LIVE as a group?

10) Give us some private facts about your group that we wouldn't know by just meeting you.

11) While your group has been together, has there ever been a tragedy that you've had to endure and what challenges have you faced in your musical career thus far? Please explain:

12) At what point in your life did you realize you were meant to pursue music for a living?

13) What was the last argument your group got into?

14) Why did your group decide to audition for our show?

**UNTITLED MTV SINGING GROUP PROJECT
AUDITION RELEASE**

I am auditioning to be considered as a contestant in the television series produced by Global Hybrid Productions, LLC (“Producer”) currently referred to as Untitled MTV Singing Group Project (the “Series”). For good and valuable consideration, including my being allowed to audition for, interview for and/or participate in any way in connection with the Series and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and whether or not I am selected as a contestant in the Series, I represent, warrant and agree as follows:

- 1.** I acknowledge that the Series is a televised elimination talent competition in which performers will compete for a prize to be determined by Producer prior to commencement of the competition. I am auditioning to become a contestant on the Series. I shall appear for auditions at times and places specified by Producer. I shall be responsible to furnish my own wardrobe, including such items as Producer requests.
- 2.** I acknowledge that only amateur performers are eligible to compete on the Series. Producer has the right to determine in its sole discretion whether I am an amateur

performer for purposes of Series eligibility. An amateur singing group is generally a group that has not appeared for pay on a national telecast, a theatrical film, a professional first-class or major regional theater, live stage show or a an album released in retail outlets nationally.

3. All information given by me to Producer in connection with my audition application is truthful and accurate. I have read the eligibility requirements for contestants on the Series and I represent and warrant that I satisfy and will continue to satisfy those requirements. I acknowledge that during the audition period (including any call-backs) and if I am selected by Producer to be a contestant, my participation in the Series will involve any or all of dancing, singing and acting. I represent and warrant that I am not aware of any physical condition rendering me unfit to participate in the Series.
4. I represent that I am a legal United States resident who is eligible for full-time employment in the United States. At Producer's request, I shall furnish all forms and supporting documents required by Producer to verify my employment eligibility.
5. I agree to be interviewed one or more times in connection with my audition, whether in person or by telephone. I agree that Producer may film and record these interviews and all auditions (including any call-backs) which will be included in my performances. This also includes the performance of any original material. Producer may use any such filmed or recorded materials (the "Materials") for any purpose, whether or not in or in connection with the Series, and may reproduce, broadcast, exhibit, distribute and otherwise exploit the Materials by any means, for any purpose and in any media now known or hereafter devised throughout the universe in perpetuity. Producer shall be the sole owner of all right, title and interest, under copyright or otherwise, in and to the Materials, which shall be deemed a work made-for-hire for Producer. Without limiting the foregoing, I assign to Producer all of my right, title and interest, if any, under copyright or otherwise, in and to the Materials. Producer may alter, edit or modify the Materials, including my name, voice and likeness as they appear in the Materials. Should any part of the Material be an original piece of work, I shall grant Producer the right to use this as set forth above a gratis. The underlying rights to the original Material remain with me.
6. I may, but am not required to submit an audition tape to Producer in connection with my audition, although I am not obligated to do so. Any tape that I submit will become Producer's sole property and will not be returned. The contents of any such tape will be included in the Materials within the meaning of paragraph 5. Without limiting the foregoing, I assign to Producer all of my right, title and interest, if any, under copyright or otherwise, in and to the contents of any such tape.
7. **On behalf of me, my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns (collectively, the "Releasing Parties"), I release and discharge unconditionally and irrevocably Producer, Remote Productions, Inc. and each of their respective parent, subsidiary and affiliated entities and the respective officers, members, directors, officers, managers, employees, agents, licensees, successors and assigns of each of them (collectively, the**

“Released Parties”) from and against any and all claims, liens, agreements, contracts, actions, suits, costs, attorneys fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden (collectively, the “Released Claims”) arising out of or in connection with my application to participate in the Series; my participation in the Series; any actions of me or Producer in connection with that application or participation (including any investigation conducted by Producer in connection with that application, whether as specifically authorized under paragraphs 10 and 11 of this release or otherwise); Producer’s selection or failure to select me as a contestant; or Producer’s use or failure to use the Materials or my name, voice or likeness in any manner. The Released Claims include claims for any injury, illness, damage, loss or harm to person or property, whether based on negligence, wrongful death, personal injury, infliction of emotional distress, products liability, trespass, breach of contract, breach of any statutory or other duty of care owed under applicable laws, negligent or intentional infliction of emotional distress, libel, slander, defamation, false light, invasion of privacy, publicity or personality, infringement of copyright or trademark or loss of earnings or potential earnings.

- 8. I and the other Releasing Parties acknowledge that there is a possibility that subsequent to the execution of this release, I or they will discover facts or incur or suffer claims that 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 and the other Releasing Parties acknowledge and agree that by reason of this release I and the other Releasing Parties are assuming any risk of the existence of such unknown facts and such unknown and unsuspected claims. I and the other Releasing Parties have been advised of the existence of Section 1542 of the California Civil Code, which provides:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. I and the other Releasing Parties knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law, or rule of similar effect of any jurisdiction throughout the world, and acknowledge and agree that this waiver is an essential and material term of this release.

- 9. I authorize Producer to conduct drug testing, medical testing, psychological and physical examinations of me in order to determine my fitness to participate in the Series. I agree to sign the Medical Examination Authorization and Release and Authorization for Release of Medical Information attached to this Agreement as Exhibits A and B, respectively, and upon Producer’s request, I agree to sign any additional medical authorizations Producer may require. I further authorize the individuals conducting such**

examinations of me to disclose to Producer and its representatives all information about me obtained in connection with such examinations.

- 10.** I authorize Producer to investigate, access and collect information about me and my background, including without limitation: to secure information about my experiences from my current and former employers, associates, friends, co-workers, family members, educational institutions, government agencies, credit reporting agencies, and any references I have provided; and to investigate my employment record, educational records, medical records, government records (e.g., motor vehicle record, criminal record, civil litigation record), employment eligibility and credit reports.
- 11.** I understand that I am entitled to and hereby agree to waive any right to privacy or confidentiality provided for under any federal, state or local law.
- 12.** In connection with my application to audition for the Series, Producer may reveal to me or I may otherwise obtain confidential or proprietary information regarding Producer or the Series (“Confidential Information”). This Confidential Information may include, among other things, information regarding the identity of other applicants and the Series format or sponsors, or the nature or results of any Series challenge or competition. I agree that I will not directly or indirectly at any time publish, reveal, disseminate or otherwise disclose, or cause to be published, revealed, disseminated or otherwise disclosed any Confidential Information to any third person, including family members and news media. I acknowledge that if I disclose any Confidential Information, Producer and Network will suffer serious and irreparable harm, which will entitle Producer and Network, among other remedies, to seek injunctive relief and to recover liquidated damages in the amount of \$1,000,000.
- 13.** This release is governed by the laws of the State of California applicable to obligations undertaken and solely to be performed in that state. I consent to the exclusive personal jurisdiction and venue of any state or federal court located in the County of Los Angeles, California over any action commenced by Producer to enforce this release.
- 14.** In any action of claim arising out of or relating to this release or the matters released hereby, my sole remedy will be an action at law for actual damages, if any. In no event will I have the right to recover incidental, consequential or punitive damages, to terminate this release, to obtain injunctive or other equitable relief or otherwise to prevent or interfere with the production or exploitation of the Series.
- 15.** At Producer’s request, I shall execute such other and further releases, consents, authorizations and other documents as Producer deems necessary to effectuate the purposes of this release.
- 16.** If I am selected to be a contestant in the Series, I shall execute a longform agreement in Producer’s standard form including the foregoing provisions and such other provisions as are customary for contestants in unscripted television programming. Except to the extent superseded by such an agreement, this release will continue to be controlling.

Date: _____

EXHIBIT A

MEDICAL EXAMINATION AUTHORIZATION AND RELEASE

I authorize Global Hybrid Productions, LLC (“Producer”) to conduct drug testing, medical testing, and psychological and physical examinations of me in connection with my application to audition to be a contestant in the proposed television series currently entitled referred to as Untitled MTV Singing Group Project (the “Series”) and, if I am selected to be a contestant in the Series, prior to and on a periodic basis throughout the production of the Series. I expressly authorize the individuals conducting such examinations of me to disclose to Producer and its representatives all results of any such examinations. I acknowledge and agree that Producer may evaluate the results of any such examinations and may elect, in its sole discretion, not to select me to be a contestant based on the results of any such examinations.

I acknowledge and understand that if I am chosen as a contestant, information obtained by Producer in connection with these examinations may be used, shared with other persons affiliated with the production or exhibition of the Series, including without limitation Remote Productions, Inc., as part of the Series or otherwise, as Producer determines in its sole discretion.

Without limiting the generality of any other release I have given or will give in connection with my application for participation in the Series, I hereby forever, expressly and unconditionally release, indemnify, discharge and hold harmless Producer, the Remote Productions, Inc., all stations broadcasting the Series, all sponsors of the Series and their advertising agencies, each of their respective parents, subsidiaries, affiliated and related companies, affiliates, successors and assigns, the respective directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing, their respective heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors and assigns, and any doctors, physicians, lab technicians, nurses or other medical personnel, hospitals, health maintenance organizations, clinics and other organizations that administer, evaluate or are otherwise directly or indirectly involved in any tests and examinations, from and against any and all claims and liability in any way directly or indirectly from such examinations and tests and/or any adverse consequences or outcomes that may result from such examinations or tests. A photocopy of this authorization is as valid as the original.

DATE: _____

SIGNED: _____

Print Name: _____

EXHIBIT B

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

I authorize any licensed physician, medical practitioner, paramedic, hospital, clinic, health maintenance organization or other medical or medically-related facility, insurance company, or other organization, institution or person, that has any records or knowledge of me or my health to give and disclose to the medical staff of Global Hybrid Productions, LLC (“Producer”) and their representatives all such information regarding me, including information or records regarding sexually transmitted diseases, psychiatric, drug or alcohol use history. Any information obtained by Producer hereunder may be used for evaluation of my application to participate in the proposed television series currently referred to as Untitled MTV Singing Group Project (the “Series”), for purposes of selecting contestants in the Series, for quality assurance and peer review, and for any other purposes designated by Producer. Without limiting the generality of any release set forth herein, I hereby expressly release, indemnify, discharge and hold harmless Producer, the Remote Productions, Inc. all stations broadcasting the Series, all sponsors of the Series and their advertising agencies, each of their respective parents, subsidiaries, affiliated and related companies, affiliates, successors and assigns, the respective directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing, their respective heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors and assigns, and any doctors, physicians, lab technicians, nurses or other medical personnel, hospitals, health maintenance organizations, clinics and other organizations that may release information or records relating to me, for and from any and all claims and liability in any way relating to such information or records or the disclosure thereof, or relating to any adverse consequences or outcomes that may result from such information or records or the disclosures thereof, or from my participation in the Series. A photocopy of this authorization is as valid as the original.

DATE: _____

SIGNED: _____

Print Name: _____
