

“NEXT GREAT AMERICAN BAND”

PARTICIPANT APPLICATION FORM AND CONSENT AND RELEASE [To be completed by each Band Member]

Name of Band: _____

Your Name: _____ Date: _____

Your role(s) in the band (singer, bass player, etc.) _____

Number of members in Band (including you): _____

Names of other Band members: _____

What type of music does the Band perform (for example, rock, punk, R&B, etc.)?

Your home phone number: (_____) _____

Your work phone number: (_____) _____

Your mobile phone number: (_____) _____

Your home address: _____

City, State, Zip Code: _____

Your E-mail Address (if any): _____

Your Age: _____ Are you a legal U.S. resident? _____

Are you a member of any professional performing arts union (e.g. AFM, AFTRA or SAG)?

Yes _____ No _____

If yes, give name of union and dates of membership: _____

Have you ever appeared in any television programs, films, movies, commercials or advertisements of any kind (either solo or with the Band)? If so, please provide details (project name, producer, date). _____

Consent & Release

DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE READ IT CAREFULLY AND UNDERSTAND IT

1. I acknowledge and promise that I have answered the questions of this participant application (“Participant Application”) in connection with my possible participation in the television series currently entitled “Next Great American Band” (the “Program”) truthfully and accurately. Even if I meet the Eligibility Requirements posted on the Program website, I understand that Blue Orbit Productions, Inc. (“Producer”) has no obligation to interview me, and/or select me as a participant and even if I am selected as a participant, Producer has no obligation to produce the Program or exhibit it, even if produced. All decisions of Producer concerning selection of the participants are final and not subject to challenge or appeal. Producer

has no obligation to return any materials submitted by me as part of the Participant Application whether or not I am selected as a participant.

2. I am entering into this agreement in consideration of Producer considering me to become a participant in the Program, and the telecast or other exploitation of the Program in which I appear, if any, and any exploitation of my name, voice, likeness and biographical information, as the same may be edited, cut, rearranged, adapted, dubbed or otherwise revised, if applicable by Producer, will not entitle me to receive any wages, benefits, fees, compensation or other consideration whatsoever. In other words, I understand that I will not receive any money or other material benefit for giving Producer these rights, or for signing this agreement. By submitting this Participant Application, I consent to the recording, use and reuse by Producer and Fox of my voice, actions, likeness, name, appearance, biographical material, and any information contained in my Participant Application and as I may be videotaped by Producer during any interview to be a participant in the Program or in any materials submitted by me in connection with my Participant Application (collectively "Likeness") as edited, altered, or modified by Producer, in any and all media now known or hereafter devised, in any and all versions, throughout the universe in perpetuity, in or in connection with the Program or in any manner whatsoever. Producer may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. As between me and Producer, Producer exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any video that I have provided in connection with my Participant Application and any other materials that I have provided or may provide in connection with the Program (the "Materials") including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any and all media now known or hereafter devised in any and all versions throughout the universe, in perpetuity. I further agree that Producer may use my Likeness and the Materials in connection with any promotion, publicity, marketing and/or advertisement for the Program. I represent and warrant to Producer that I am the author and owner under copyright of all rights in and to the Materials I provide to Producer hereunder.

4. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I agree to release, defend, indemnify and hold harmless Producer, FremantleMedia North America, Inc., 19 TV Limited, Fox Broadcasting Company ("Fox"), News Corporation, Fox Interactive Media, sponsors of the Program and all media and production companies affiliated with or associated with the production, promotion and/or broadcast of the Program, and the respective parents, subsidiary entities, affiliates, licensees, successors and assigns, and the respective directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing entities ("Releasees"), and each of them, from and against any claims, actions, lawsuits, liabilities, losses and expenses arising out of or relating to its recording or use of my Likeness and/or Materials. I agree not to make any claim against Releasees as a result of the recording or use of my Likeness and/or Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity). I have not and will not enter into any commercial or other sponsorship agreement or arrangement with any person, firm or company with respect to my possible or actual appearance in the Program, without Producer's and Fox's prior written approval. Any time I may -- or actually do -- appear on camera, I will not wear any article of clothing bearing a designer name, sports logo or other logo, or bearing the name or likeness of a celebrity, living or dead. I will be available to participate, for no additional consideration, as, when and where Producer and/or Fox may require in connection with publicity, interviews and similar matters (for example, to appear on news shows, talk shows and other programs), and to make other

appearances as required by Producer and/or Fox in connection with the Program and/or in connection with other programs, and/or sponsors, when and where designated by Producer and/or Fox in its/their discretion.

5. I authorize Producer and Fox the right to investigate, access and collect information about me, about any of the statements made by me in my Participant Application, any supporting documents and any other document(s) that I have signed or do sign in connection with my Participant Application to be selected as a participant in the Program, or any other written or oral statements I make in connection therewith. I irrevocably authorize Producer and Fox to secure information about my experiences from my current and former employees/employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, and any references I have provided, and I irrevocably authorize such parties to provide information concerning me. I specifically authorize investigation of my employment record, medical record, and government records including but not limited to my consents and releases requested from me by Producer and/or Fox in connection with their investigation of me. I hereby unconditionally and irrevocably release and forever discharge all such parties and persons from any and all liabilities arising out of or in connection with any such investigation.

6. I agree to treat all information and material I receive or acquire as part of my participation in the participant selection process for the Program as strictly confidential and to not disclose any such information to any third party. I specifically acknowledge that the financial value of the Program to Releasees depends on confidentiality and I agree to be responsible for any and all damages, including consequential damages that Releasees may suffer if I breach this confidentiality provision.

7. I agree to release, defend, indemnify and hold harmless Releasees from and against any and all claims, actions, lawsuits, liabilities, losses and expenses arising from or relating to: (a) my participation in the Program including, without limitation, the participant selection process, (b) the use of my Likeness and/or Materials, (c) any of my acts or statements relating to or in connection with the Program; and (d) any breach of my representations or warranties herein. I understand and agree that all rights under Section 1542 of the California Civil Code and any similar law of any state or U.S. territory, any similar federal law, or any similar common law or principle of similar effect, are hereby expressly waived. I acknowledge and understand that said section reads as follows: **“1542. Certain claims not affected by general release. 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.”** I acknowledge that I may hereafter discover claims in addition to the ones released herein, and I hereby release Releasees for and from any such unknown or unsuspected claims.

8. I acknowledge that in the event of a breach of this agreement by Releasees or any third party, the damage, if any, caused me will not be irreparable or otherwise sufficient to entitle me to seek injunctive or other equitable relief. I acknowledge that my rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and I acknowledge and agree that I will not have the right to rescind this agreement or any of Releasees' rights hereunder, nor the right to enjoin the production, exhibition or other exploitation of the Program, or any subsidiary or allied rights with respect thereto, or any other results and proceeds hereunder.

I have read, understand and agree with the foregoing.

Signature _____

Name (Please print or type) _____

Band Name: _____

Date: _____, 2007.

If you are under 18 years of age, the following must be signed by a parent or legal guardian:

I am the (father) (mother) (duly appointed guardian) of the above person and I hereby consent to and approve the foregoing Participant Application and will indemnify Producer. and its employees, assigns and licensees against any claims and/or litigation with respect to the above.

SIGNATURE

NAME

ADDRESS