



PARTICIPANT APPLICATION FORM  
AND CONSENT AND RELEASE

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Name of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Song performing for audition: \_\_\_\_\_

What type of music do you perform (for example, rock, punk, R&B, etc.) \_\_\_\_\_

What is the best way for us to contact you? Home ( ) \_\_\_\_\_  
Cell ( ) \_\_\_\_\_  
Work ( ) \_\_\_\_\_

Your home address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your e-mail address (if any): \_\_\_\_\_ Your age: \_\_\_\_\_

For which Competition are you applying? Idaho's Rising Star (18+) \_\_\_\_\_  
Jr. Rising Star (14-17) \_\_\_\_\_  
Lil' Rising Star (10-13) \_\_\_\_\_

All entries must include the following – the completed & signed application and consent form, a **\$50 non-refundable entry fee**, a DVD recording of one A cappella performance. Any entry received without any of the above items will be disqualified. Contestant may be asked to furnish proof of age prior to competition. Entries close on January 15, 2009. Semi-Finalists will be announced on Feb. 1, 2009 via our website [www.idahosrisingstar.com](http://www.idahosrisingstar.com).

Mail completed forms and DVD's to:

Idaho's Rising Star  
PO Box 1396  
Nampa, ID 83653-1396

## CONSENT AND 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 the Participant Application (Application) truthfully and accurately.
2. I acknowledge and understand that even if I meet the Eligibility Requirements of the Idaho's Rising Star talent competition (the Competition) as advertised by Idaho's Rising Star (the Producer), the Producer has no obligation to interview me, and/or select me as a participant and that my \$50 entry fee is non-refundable.
3. I acknowledge and understand that even if I am selected as a participant, the Producer has no obligation to produce the Competition or exhibit it, even if produced.
4. I acknowledge and understand that all decisions of the Producer concerning selection of the participants are final and not subject to challenge or appeal.
5. I acknowledge and understand that the Producer has no obligation to return any material submitted by me as part of the Application process whether or not I am selected as a participant.
6. I acknowledge and understand that I am entering into this agreement in consideration of the Producer considering me to become a participant in the Competition, and the telecast or other exploitation of the Competition 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 the 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 the Producer these rights, or for signing this agreement.
7. I acknowledge and understand that by submitting this Application, I consent to the recording, use and reuse by the Producer of my voice, actions, likeness, name, appearance, biographical material, and any information contained in my Application and as I may be videotaped by the Producer during any interview to be a participant in the Competition or in any materials submitted by me in connection with my Application (collectively "Likeness") as edited, altered, or modified by the 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 Competition or in any manner whatsoever.
8. I acknowledge and understand that the Producer may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable.
9. I acknowledge and understand that as between me and the Producer, the Producer exclusively owns all right, title, and interest (including, without limitation, all copyrights) in and to any video that I have provided in connection with my Application and any other materials that I have provided or may provide in connection with the Competition (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 know or hereafter devised in any and all versions throughout the universe, in perpetuity.
10. I agree that the Producer may use my Likeness and the Materials in connection with any promotion, publicity, marketing and/or advertisement for the Competition.
11. I grant the rights hereunder whether or not I am selected to participate in the Competition in any manner whatsoever. I agree to release, defend, indemnify and hold harmless the Producer, Idaho Arts Charter School Foundation, Inc., Idaho Festival of the Arts, sponsors of the Competition and the Producer, and all media and production companies affiliated with or associated with the production, promotion and/or broadcast of the Competition, and the respective parents, subsidiary entities, affiliates, licensees, successors and assigns, and the respective directors, officers, employees, agents, contractors, partners, representatives and members of each of the foregoing entities ("Releases"), 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 Material.
12. I agree not to make any claim against Releases 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).
13. I have not or 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 Competition, without the Producer's prior written approval.
14. I agree not to 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, any time I may, or actually do, appear on camera.
15. I authorize the Producer the right to investigate, access and collect information about me, about any of the statements made by me in my Application, any supporting documents and any other document(s) that I have signed or do sign in connection with my Application to be selected as a participant in the Competition, or any other written or oral statements I make in connection therewith.
16. I irrevocably authorize the Producer to perform a background check on me if the Producer considers it necessary.
17. I agree to treat all information and material I receive or acquire as part of my participation in the participant selection process for the Competition as strictly confidential and to not disclose any such information to any third party. I specifically acknowledge that the financial value of the Competition to Releases depends on confidentiality and I agree to be responsible for any and all damages, including consequential damages that Releases may suffer if I breach this confidentiality provision.

18. I agree to release, defend, indemnify and hold harmless Releases from and against any and all claims, actions, lawsuits, liabilities, losses and expenses arising from or relating to: (a) my participation in the Competition 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 Competition, (d) any breach of my representations or warranties herein, and (e) travel to or from the competition.
19. I understand and agree that all rights under a "general release" clause 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 that I may hereafter discover claims in addition to the ones released herein, and I hereby release Releases for and from any such unknown or unsuspected claims.
20. I acknowledge that in the event of a breach of this agreement by Releases 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 even 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 the Releases' rights hereunder, nor the right to enjoin the production, exhibition or other exploitation of the Competition, or any subsidiary or allied rights with respect thereto, or any other results and proceeds hereunder.
21. I have read, understand and agree with the foregoing.

Signature \_\_\_\_\_

Name (please print or type) \_\_\_\_\_

Date \_\_\_\_\_

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 Application and will indemnify the Producer and its directors, sponsors, assigns and licensees, against any claims and/or litigation with respect to above.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NUMBER