

TheNewsCenter



TheNewsCenter – Parkersburg Homecoming 2016 Talent Show Entry Form

Name: _____

Address: _____

City _____ State _____ Zip _____ Phone (____) _____

Name of Act/Song: _____ Number of performers: _____

Age range of performers if multiple performers: _____ Solo performer's date/year of birth: _____

Please check which type of performance:
Sorry, no bands!
Pre-recorded music on CD ONLY!
Vocalist(s) with ONE instrument for the entire group; with or without music on CD _____
Vocalist(s) with or without music on CD: _____
Dance with recorded music on CD: _____
Other (please describe): _____

Age group (please circle one): Child 6-12 Teen 13-17 Adults 18-35 Seniors: 36+
(Age of oldest person in group determines in which category you will be judged.)

Prizes in each category: 1st place \$100+ trophy 2nd place \$50 3rd place \$25

All applications must be **received in our post office box no later than Monday morning, August 15, 2016.** Hand delivered applications will not be accepted.

All performers must present a government-issued photo ID when they arrive. Those not having such IDs, must provide a state-issued birth certificate. **Not the ceremonial ones with footprints.**

Please enclose your check or money order (no cash) for **\$25** made out to Parkersburg Homecoming.

MAIL this completed application form, fee, and the signed **Contest Affidavit and Release AND the Publicity Release and Waiver** to:

Talent Competition
Parkersburg Homecoming Festival
P.O. Box 416
Parkersburg, WV 26102

All performers, or parents/guardians of performers under the age of 18, must sign this sheet and provide all of the information requested below; use additional lines or the back of this sheet if necessary.

Printed name of performer 18 years old or older: _____

Signature of performer 18 years old or older: _____

Printed name of performer under 18 years old: _____

Printed name of parent/guardian of performer under 18 years old: _____

Relationship to performer: _____

Signature of parent/guardian of performer under 18 years old: _____

TheNewsCenter – Parkersburg Homecoming Talent Show
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. PROMOTION DATES

a. TheNewsCenter Parkersburg Homecoming Talent Show (“Promotion”) will begin on July 5, 2016 at 12:01am ET and end on August 20, 2016 at approximately 4:30pm ET.

b. The deadline for entries to be received in the post office box of the Parkersburg Homecoming is Monday morning, August 15, 2016. That post office mailing address is: Parkersburg Homecoming Festival, P.O. Box 416, Parkersburg, WV 26102

2. ELIGIBILITY RESTRICTIONS

a. The Promotion is open to all legal residents of the United States and the District of Columbia (except NY and FL) who are six years of age or older at the time of the event and who live in West Virginia or Ohio. Employees of TheNewsCenter (the “Station”), its parent, subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners, other broadcasting stations in the Parkersburg, WV, metropolitan area, and the members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void outside the United States, in NY and FL, as applicable, and where prohibited.

b. Previous participants and winners in this Talent Show are eligible to participate the next year or in any following years that this event is held.

c. All participants must accurately complete an entry form in its entirety, including a parent or guardian’s name and signature for any contestant under the age of 18 at the time of the event, and must submit the entry fee as described on the entry form by the indicated deadline, in order to be eligible. The entry fee must be paid with a money order or a check. Entry fees paid with cash will be rejected. **All participants (or their parent or legal guardian) must also fill out and submit the CONTEST AFFIDAVIT AND RELEASE.** All documents and the entry check must be sent in one envelope for each group. This is a family-oriented event and any act found not to be in keeping with that type of activity will either be denied entry or will be pulled from the stage and removed from all judging if need be. All decisions of the judges are final.

d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entry from any individual who does not meet the eligibility requirements, and will also delete any entry as required by law.

3. ENTRY

a. To participate in the Promotion, you may enter via the following method(s):

VIA POSTAL MAIL – – Entrants may download the entry documents from www.TheNewsCenter.tv or from www.parkersburg-homecoming.com. Forms may also be picked up at TheNewsCenter's main office at One Television Plaza, Parkersburg, WV 26101, between 8:30am ET and 5:00ET pm, Mondays through Fridays. Forms must be completed accurately and in their entirety and must be accompanied by the proper entry fee in the form of a money order or a check. Entry fees paid with cash will be rejected. All must be mailed in time to be delivered to the Homecoming's post office box in Parkersburg by Monday morning, August 15, 2016. **Please note** that it may take the postal service several days to process your mailed entry and NO mail is processed locally on weekends. So it is recommended that you mail your entry forms in plenty of time to be received before the deadline. Any entry forms not arriving in that post office box with the regular morning delivery by Monday, August 15, 2016, will be denied entry. Entry forms may NOT be hand-delivered to any representative of TheNewsCenter, the Parkersburg Homecoming or anyone else. All entries must bear evidence of having been processed by the U.S. Postal Service. Completing the entry forms, sending in the entry fee, and participating in the event, also gives TheNewsCenter and other media the right to capture video and audio images of all performances and use those captured images and sounds in news coverage of the event or promotion for future years' events of this type.

Entrants must provide all requested information in their submission, including the entrant's first name and last name, complete postal address (street, city, state, and zip code), email address, telephone number, and date of birth.

b. Only one entry may be submitted per outer mailing envelope.

4. PRIZES AND ODDS OF WINNING

a. There will be up to four age categories: Child (6-12 years of age); Teens (13-17 years of age); Adults (18-35 years of age); and Seniors (over the age of 35 years). The age refers to the age of the performers on August 20, 2016, the scheduled date of the Talent Show. If there is more than one performer in the group, the age category in which the group will perform will be determined by the age of the oldest member in the group as of August 20, 2016. In each of the age categories, these are the following prizes: 1st place, trophy and a check for \$100 (one hundred dollars); 2nd place, a check for \$50 (fifty dollars); third place, a check for \$25 (twenty-five dollars). In the event that there are not enough qualified entrants in one or more of the age categories in the

judgment of the Station, one or more categories may be combined, resulting in a single set of prize winners in the remaining category. Prize money or trophies not awarded through the combining of categories, will be returned to the Homecoming committee for whatever purposes it might have.

b. Winners will be selected by a panel of judges who will confer and determine their 1st, 2nd and 3rd place winners in each category. Judges will make their decisions based on a variety of criteria including, but not limited to, actual talent displayed, creativity and/or musicality, and overall entertainment value. Judges' score cards will not be provided to any participant.

c. Winner does not have to be present at the time the decisions are announced in order to win, but must appear in person and perform at the Talent Show in order to be judged.

d. There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Any tickets awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets. Other restrictions may apply.

5. WINNER SELECTION AND NOTIFICATION

a. Decisions of Station management with respect to the Promotion are final.

b. The winners will be announced and trophies and prize money will be awarded at the conclusion of the entire competition on Saturday, August 20, 2016, weather permitting, or as soon as possible thereafter.

c. Winner(s) (or their parents or legal guardians if under the age of majority) must execute and return any required affidavit of eligibility and release, publicity release, and/or guest/traveling companion release within ten (10) days of notification attempt or winner will be disqualified. If a potential winner(s) cannot be contacted, fails to complete, sign and return any required affidavit of eligibility and release, publicity release, and/or guest/traveling companion release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner(s) will be disqualified and will forfeit the prize. An entrant who provides a mobile wireless number to the Station in connection with a promotion, including by providing a mobile number for winner notification purposes, is responsible for informing the Station if his or her number is reassigned to another person at any time before the end of the Promotion set forth in Section I.a. of these rules, and for providing an alternative number where he or she may be reached.

d. Unless otherwise specified in the prize notification, all prizes or prize certificates may be picked up at the office of the Station at the address below. The winner(s) will

forfeit any prize or prize certificate not claimed within thirty (30) days of winning. Prize or prize certificates will not be mailed to the winner(s) without the winner's or winners' prior written consent in which the winner(s) shall agree to assume its risk of loss. The Station, its sponsor(s), or promotional partner(s) are not responsible for the safe arrival of a prize or prize certificate.

6. CONDITIONS

a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete and submit an IRS Form W-9 or the equivalent including a winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station (in combination with any prizes won in Promotions run by any other Gray television station) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.

b. Participating in the Promotion and acceptance of a prize constitutes a winner's and guest's (where applicable) permission for the Station or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, the Station may, where legal, require a winner to sign a publicity release confirming such consent prior to acceptance of the prize.

c. Prior to awarding any prize or prize certificate, and depending on the nature of the prize and eligibility requirements of the Promotion, the Station in its sole discretion may require verification of Promotion winner's or winners' identification by a showing of valid government-issued photo identification.

d. To the fullest extent permitted by law, by participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless the Station, its sponsor(s) and promotional partner(s), its advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.) and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. The Station may also require eligible Promotion winner(s) and their guests or travel companions, if any (as well as each of their parent(s) or legal guardian(s), if winner(s), guest(s) or travel companion(s) are under the age of majority in their state of residence), to sign a liability release confirming such consent. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return to the Station any required release.

e. The Station, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of the Station's website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. The Station further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the Station's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the Station in its sole discretion. Any attempt by an entrant or any person to deliberately damage any station website, Facebook Page, and/or any other social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the Station reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The Station's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the Station, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.

f. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Further, the Released Parties are not responsible if any part of a Promotion prize that cannot be awarded due to acts of god, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Station's control.

g. To the fullest extent permitted by law, by participating in the Promotion, you understand and agree that:

i. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);

ii. any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);

iii. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event and under no circumstances will entrants or winners be permitted to obtain awards for attorneys' fees, and you hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;

iv. any claim or dispute regarding the Promotion or these Official Rules will be resolved pursuant to the laws of the State or Commonwealth in which the Station is located, without regard to the conflicts of laws and rules of that State or Commonwealth;

v. any claim or dispute regarding the Promotion or these Official Rules will be resolved in a tribunal within the State or Commonwealth in which the Station is located, and you submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and

vi. if for any reason a claim or dispute regarding the Promotion or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

h. The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

i. To obtain a copy of the Official Rules or a list of winners following completion of TheNewsCenter-Parkersburg Homecoming Talent Show, send a self-addressed, stamped envelope specifying "Official Rules" or "Winner List" to TheNewsCenter Talent Show Winner List or Official Rules Request, One Television Plaza, Parkersburg, WV 26101. A copy of the Official Rules and a list of winners (when complete) are also available during regular business hours at the main studio of TheNewsCenter, One Television Plaza, Parkersburg, WV 26101. All such requests must be received within thirty (30) days following completion of the Promotion.

7. OFFICIAL RULES, TERMS OF USE AGREEMENT & PRIVACY POLICY

By entering this Promotion, you agree to be bound by these Official Rules and the Station's Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at:

<http://www.thenewscenter.tv/content/news/?article=158511785>

(Terms of Use) and <http://www.thenewscenter.tv/content/news/?article=158509635>

Privacy Policy) or at the main studio of TheNewsCenter, One Television Plaza, Parkersburg, WV 26101.

Sponsor(s): TheNewsCenter, One Television Plaza, Parkersburg, WV 26101.

CONTEST AFFIDAVIT AND RELEASE

I, _____, hereby submit this **Contest Affidavit and Release** in connection with my participation in TheNewsCenter Parkersburg Homecoming 2016 Talent Show (the "Contest") sponsored by TheNewsCenter, which includes WTAP, WIYE, and WOVA, and TheNewsCenter.tv (the "Station"), an affiliate of Gray Television Group, Inc. ("GTGI"), the first place prize for which is a trophy and a check for one hundred dollars (\$100), the second place prize for which is a check for fifty dollars (\$50), and the third place prize for which is a check for twenty-five dollars (\$25) (the "Prize"), which I shall accept if I am declared an official winner.

I hereby represent that I have fully complied with all of the Official Rules and guidelines of the Contest, which I have read, I have committed no fraud or deception in entering the Contest or claiming the Prize, and any statement made by me in this Affidavit is true. I also certify as follows:

1. I am eligible to win the Prize in accordance with the eligibility requirements as provided in the Official Rules.
2. I have presented a valid, government-issued photo identification to the Station for age and identity verification purposes. If any performer does not have a government-issued photo identification, he or she will need to provide a copy of his/her birth certificate. **This is NOT the ceremonial document that hospitals often give out.** It is the typed, legal record of birth issued by the state or the county.
3. Neither I, nor any member of my immediate family or person(s) with whom I reside, is an employee of the Station, its licensee, GTGI and/or any other parent corporation, their respective affiliates, subsidiaries, advertising and public relation agencies, promotional partners, any entity involved in the development, production, implementation, administration or fulfillment of the contest, or other television or radio stations in the metropolitan or designated geographic area.

In consideration of my ability to participate in the Contest and/or in receipt of the Prize, which I acknowledge is good, valuable and sufficient consideration, I hereby agree as follows:

- (a) I agree to be solely responsible for any and all taxes which may be payable due to my receipt of the Prize, and to authorize the Station to withhold any amounts required to be withheld pursuant to Federal, state or local law. If the value of this Prize or all prizes awarded to me by the Station (in combination with any prizes won in Promotions run by any other Gray television station) in this calendar year equals or exceeds \$600, **I will accurately complete the IRS Form W-9 and provide it to the Station.**
- (b) I agree that if I have failed to comply with any of the Official Rules or guidelines established by the Station or representatives of the Station, or have made any false statements in this Affidavit, the Station or representatives of the Station may, in their sole discretion, disqualify me from continued participation in the Contest and I hereby waive or forfeit any chance I may have had of winning the Prize, in addition to any other remedies that may be taken against me.
- (c) I acknowledge that the Station, its licensee, its parent entities, their parent, subsidiary, or affiliated entities, their affiliated advertising and public relations agencies, participating sponsors/promotional partners, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.), or the officers, shareholders, directors, employees, agents and representatives of any of these companies and any of their successors and assigns (collectively, the "Released Parties") are not acting as the manufacturer or distributor of the Prize. The Station, acting as a consumer, acquired the Prize for the purpose of awarding the Prize to a winner in the Contest. With respect to any claims I may have as a result of the possession or use of the Prize, I agree that I shall look solely to the Prize's manufacturer or others in the chain of production and distribution of the Prize excluding the Released Parties. I acknowledge that the Station has not made any representations or warranties with respect to the Prize. Therefore, I agree to release, discharge, hold harmless,

and indemnify the Released Parties from any and all claims, demands, causes of action, suits, losses, expenses, costs, expenses or liabilities of any nature, including reasonable attorneys' fees, which I may hereafter have against any of them arising out of or otherwise relating in any way to my participation in the Contest, my acceptance of, use, misuse, or failure to use the Prize (including during any applicable time period or by any applicable deadline), or any breach or alleged breach by me of any affirmation, undertaking, or obligation of mine in this Affidavit and Release, or as a result of the promotion, sale, or use of any interview or recording, whether audio and/or video, for any purpose, including, but not limited to, any claim of copyright infringement, invasion of privacy or right to publicity. Nothing herein contained shall in any way limit my recourse against the manufacturer in the event I have any claims as a result of possession or use of the Prize. I further acknowledge that the Released Parties shall not be required to make any cash payment or other substitution should I fail to use the Prize for any reason.

- (d) I acknowledge and agree that if I do not claim the Prize in person at the Talent Show competition or at the Station and if the Prize is mailed or shipped to me, that I will assume the risk of its loss or damage. I agree that the Station is not responsible for the safe arrival of the Prize.
- (e) By participating in the Contest, I give the Released Parties, without additional financial or other compensation, the right to use my name, likeness, photo, video, portrait, recorded voice and biographical material, for any purpose whatsoever, including any efforts to advertise, promote or publicize the Station, its licensee, the Contest, or any advertisers or co-sponsors associated with the Contest and their products and services.
- (f) To the fullest extent permitted by law, I understand and agree that:
 - i. the Federal Arbitration Act applies to this Affidavit and Release, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);
 - ii. any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);
 - iii. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with this Affidavit and Release, but in no event and under no circumstances will I be permitted to obtain awards for attorneys' fees, and I hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;
 - iv. any claim or dispute regarding the Contest or this Contest Affidavit and Release will be resolved pursuant to the laws of the State or Commonwealth in which the Station is located, without regard to the conflicts of laws and rules of that State or Commonwealth;
 - v. any claim or dispute regarding the Contest or this Contest Affidavit and Release will be resolved in a tribunal within the State or Commonwealth in which the Station is located, and I submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and
 - vi. if for any reason a claim or dispute regarding the Contest or this Contest Affidavit and Release proceeds in court rather than through arbitration, there will not be a jury trial.
- (g) I understand that this Affidavit and Release is intended to be as broad and inclusive as permitted by law, and I agree that if any portion of this Affidavit and Release is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, including but not limited to the agreement to arbitrate, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Affidavit and Release will remain in full force and effect.
- (h) This agreement represents the entire understanding of the parties, and I am not relying on any other promises or statements made by anyone other than this agreement, which may not be amended unless mutually agreed to by both Company and myself in writing.

I have read the foregoing Contest Affidavit and Release before affixing my signature below, and warrant that I fully understand the contents thereof. I also confirm that I am over the legal age of majority and have the right, capacity, and authority to enter into this agreement.

SIGNATURE: _____ DATE: _____

PRINT NAME OF ENTRANT: _____

STREET ADDRESS: _____

CITY, STATE, AND ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE OF BIRTH: _____

IF YOU ARE UNDER THE AGE OF LEGAL AGE OF MAJORITY IN THE STATION'S STATE OR COMMONWEALTH, YOUR PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS RELEASE.

I hereby represent that I am the parent and/or legal guardian of the minor child identified below and that I have read and fully understand this release prior to signing it and execute this release on behalf of my minor child.

SIGNATURE: _____ DATE _____

PRINT NAME OF PARENT/GUARDIAN: _____

NAME OF MINOR CHILD: _____

STREET ADDRESS (ONLY IF DIFFERENT THAN ABOVE FOR MINOR): _____

CITY, STATE, AND ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE OF BIRTH: _____

FOR ALL CONTEST WINNERS
INTERNAL PROCESSING – STATION PERSONNEL ONLY

Do not attach a photocopy of government-issued photo identification or record any ID numbers – review the identification and only record a description of the ID provided, the state where issued, the expiration date, the name and title of the person that checked the ID and the date of the review.

Description of Type of ID provided for verification: _____

State Where Issued: _____ Expiration Date: _____

Name of Winner or Parent/Legal Guardian

If the value of this Prize or all prizes awarded to the Winner by the Station in this calendar year equals or exceeds \$600, **the Winner fully completed and executed the IRS Form W-9 attached to this form, and I have delivered this executed form and the Form W-9 to the Station's local office manager.**

Processing Employee Name

Title

Date

PUBLICITY RELEASE AND WAIVER

I, _____, hereby authorize and grant to Gray Television Group, Inc. d/b/a WTAP-WIYE-WOVA-TheNewsCenter.tv in Parkersburg, WV ("Company") and its successors, licensees and assigns, in connection with the production or promotion of **TheNewsCenter-Parkersburg Homecoming Talent Show, (the "Contest" or "Program")** on WTAP-WIYE-WOVA-TheNewsCenter.tv ("Station"), the irrevocable right to use, re-use, adapt, modify, exhibit, distribute, edit and otherwise exploit, my name, likeness, image, photograph, voice, biography, interview, statements and/or performance live and recorded ("Contributions") together with all music, photographs, video clips, sound recordings, writings, or other materials ("Materials") I submit to Company, and that such use is in any and all manner, media or formats now known or hereafter devised, in whole or in part, as edited and otherwise altered at the sole discretion of the Company throughout the world, in perpetuity.

I acknowledge that Company shall be the owner of any program, product or uses and all rights thereto for all purposes and that I have no rights to Company's uses and no right to receive any compensation or consideration for any uses. I agree that Company may use my Contributions and Materials in any advertising, promotion, or marketing of the Contest or Program without obtaining my additional consent.

I agree to indemnify and hold harmless Company from and against all claims, losses, expenses and liabilities of every kind, including reasonable attorneys' fees, arising out of the inaccuracy or breach of any provision of this agreement. I also agree to waive any equitable remedies against Company.

I expressly release Company from any and all claims arising out of the use as described above by Company for use of my Contributions and Materials, including but not limited to claims for blurring, distortion, or editing. I further expressly release and discharge Company of and from any and all claims arising from my participation, including, without limitation, any claims for defamation, false light, invasion of privacy, violation of the rights of publicity, breach of confidence, trademark infringement, unfair competition, and copyright infringement.

This agreement will in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the State or Commonwealth in which the Station is located, without regard to conflict of law principles, and I submit to the jurisdiction of the courts within the same State or Commonwealth and waive all objections to the jurisdiction or venue of such courts. If any provision in this agreement is found to be invalid, unlawful or unenforceable to any extent, such provision shall be excluded from this agreement, which shall continue to be valid, lawful and enforceable in all other respects to the fullest extent permitted by law.

This agreement represents the entire understanding of the parties, and I am not relying on any other promises or statements made by anyone other than this agreement, which may not be amended unless mutually agreed to by both Company and myself in writing.

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT.

I confirm that I am over the legal age of majority and have the right, capacity, and authority to enter into this agreement.

SIGNATURE: _____ DATE: _____

PRINT NAME OF ENTRANT: _____

STREET ADDRESS: _____

CITY, STATE, AND ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE OF BIRTH: _____

IF YOU ARE UNDER THE AGE OF LEGAL AGE OF MAJORITY IN THE STATION'S STATE OR COMMONWEALTH, YOUR PARENT OR LEGAL GUARDIAN MUST EXECUTE THIS RELEASE.

I hereby represent that I am the parent and/or legal guardian of the minor child identified below and that I have read and fully understand this release prior to signing it and execute this release on behalf of my minor child.

SIGNATURE: _____ DATE _____

PRINT NAME OF PARENT/GUARDIAN: _____

NAME OF MINOR CHILD: _____

STREET ADDRESS (ONLY IF DIFFERENT THAN ABOVE FOR MINOR): _____

CITY, STATE, AND ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE OF BIRTH: _____