



Date: \_\_\_\_\_  
Tape #: \_\_\_\_\_

**“FIX MY CHOIR (‘the Program’)”  
INITIAL PARTICIPANT QUESTIONNAIRE**

*Please fill out the Initial Questionnaire legibly and truthfully, using dark colored ink. If you run out of space answering any question, please attach additional pages and reference the question(s) you are answering on such additional pages.*

**Choir Name:** \_\_\_\_\_

**Your Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Occupation:** \_\_\_\_\_

**Are you a legal U.S. Resident? Yes \_\_\_ No \_\_\_**

**If not, list your current residency status:** \_\_\_\_\_

**Does your choir have a personal website, or are you a part of any social networking sites (Myspace, Facebook, Twitter, etc)? Please list:**

\_\_\_\_\_  
\_\_\_\_\_

**Is your choir associated with a CHURCH, COMMUNITY or SCHOOL? Please specify:** \_\_\_\_\_

\_\_\_\_\_

**How many members are in the choir?** \_\_\_\_\_

**What is your position in the choir?** \_\_\_\_\_

**How long have you been a member?** \_\_\_\_\_

**What are your choir’s strengths?** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**In which areas can your choir improve?** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**What has been your biggest challenge as a choir group?** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**How can this opportunity help your choir, and why do you need assistance now?** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRESENTATION RELEASE AND ARBITRATION PROVISION**

THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS AND RESPONSIBILITIES.

1. In consideration of the opportunity to be considered as a potential participant in the casting presentation of a potential television program, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), I grant to \_\_Pink Sneakers Procuations\_\_ (“Producer”) the right to take motion and still pictures of me, and to 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 other personal identification (collectively, the “Footage and Materials”), and to use the Footage and Materials in connection with a casting presentation for a potential television program that is tentatively entitled “[TBD Choir show]” (the “Presentation”), which may be produced as a series currently intended for initial exhibition on one or more television networks or cable platforms of NBCUniversal Media, LLC (the “Network”). These rights include the right to incorporate the Footage and Materials into the Presentation and to develop, produce, publicize, promote, exhibit, distribute, and otherwise exploit the Presentation and the Footage and Materials in any manner whatsoever, throughout the universe, at any time, in perpetuity, in any and all media now known and hereafter devised, on the Network or otherwise. Furthermore, the rights granted to Producer include any so-called "rental and lending" or similar rights and any and all allied, ancillary and subsidiary rights, for any purpose, by and in any media whether now known or hereafter devised, throughout the universe, in perpetuity, as part of the Presentation or otherwise.

2. I have volunteered to appear as myself in the Presentation. I acknowledge that I will not be required to render any services as an employee. Accordingly, I am not an employee of Producer and am not entitled to the benefits provided by Producer to any of its employees. If I appear in the Presentation, I will appear in the Presentation as myself. Unless otherwise agreed by Producer, I will not be paid any compensation for the Footage and Materials or the rights granted herein, and I waive any and all rights I otherwise may have to any compensation for such rights. To the extent that I receive any

compensation or other consideration, I alone shall be responsible for any taxes and other obligations that are or may become due. My appearance is not a performance, shall not be subject to any union or guild collective bargaining agreement, and shall not entitle me to any wages, salary, corporate benefits, workers' compensation benefits, or other compensation of any kind. In the event I am a member of any union or guild, I acknowledge that Producer is not a signatory to such union or guild, that the Presentation is not produced under the auspices of any such union or guild, and that I will receive no union or guild benefits or other payments as a result of my participation in the Presentation (whether scale fees, residuals, reuse fees, contribution to health and welfare funds, or otherwise). Further, my participation in the Presentation and the use of the Footage and Materials by Producer or anyone else will not violate or infringe upon any rights of any third party and will not cause me to be in breach or violation of any agreements to which I am a party.

3. I am solely responsible for determining whether I am physically, emotionally, psychologically and mentally able to participate in the Presentation. I understand that my participation in the Presentation may be physically and emotionally stressful, have freely and knowingly consented to assuming such risk, and believe that I am fully capable of participating in the Presentation.

4. I will follow all rules made and directions given by Producer in connection with my participation. I have neither given anything of value nor agreed to give anything of value to anyone so I could appear in the Presentation. I know that Producer does not permit it and understand that it may be a Federal offense not to tell Producer if I had. I shall notify Producer immediately if any person attempts or has attempted to induce me to do anything in violation of the foregoing, or which is in any other way dishonest. I also agree not to make any commercial or any other use of the fact that I appeared in the Presentation or that Producer used the Footage and Materials in the Presentation.

5. Producer shall have the exclusive and irrevocable option to require me to participate in episodes of the potential television program that is tentatively entitled "[TBD Choir show]" which may be produced as a series for the Network. Producer shall exercise such option by written notice to me dated not later than the date that is nine (9) months after delivery by Producer to the Network of the final Presentation. If Producer exercises such option, I agree to negotiate in good faith additional waivers and release agreements, including, but not limited to, Producer's standard Reality Participant Agreement, Release & Arbitration Provisions or Talent Agreement, and other agreement(s) as required by Producer or the Network, or any of their licensees, successors or assigns.

6. Without in any way limiting any other rights of Producer set forth herein, recordings of my actions and statements while I am talking on the telephone and those of others while they are talking on the telephone may be made using hidden audio and video recording devices, including in areas in which a person under other circumstances might have a reasonable expectation of privacy. I expressly consent to any such recordings and need not be given any further notice of their use. Producer may edit, delete, dub and fictionalize the Presentation (including the Footage and Materials) as Producer sees fit. For dramatic effect, Producer may make misrepresentations about the Presentation (including, without limitation, the nature of the Presentation, the title of the Presentation, and the roles of the participants in the Presentation). The Presentation may include, among other things, documentary-style or "behind-the-scenes," dramatic, humorous, embarrassing, humiliating, and satirical elements. I understand that my appearance, depiction, and portrayal in connection with the Presentation, and my actions and the actions of others, may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature, may expose me to public ridicule, humiliation or condemnation, and may portray me in a false light. Producer shall have the right to include all information obtained about me and any appearance, depiction, portrayal, actions and statements in the Presentation as edited by Producer. My participation in the Presentation may cause me to be exposed to conversations, banter, and behavior of other participants that may contain explicit references to sex, gender, race, sexual orientation, national origin, violence, and other topics that could be considered offensive. I freely and knowingly consent to being in an environment where such conversations, banter and behavior may take place. However, I will inform Producer immediately if I feel harassed by, threatened by, or uncomfortable with the behavior of any other individual connected with the

production of the Presentation at any time, and I understand that I will not be penalized or retaliated against, in any way, for doing so.

7. Producer has no obligation to me whatsoever. Producer need not use the Footage and Materials, create or exploit the Presentation, or include me in any series based on or related to the Presentation. Producer may cancel production of the Presentation at any time, for any reason, without any obligation to me whatsoever.

8. If I discontinue my participation in the Presentation at any time by notifying Producer, such discontinuation will not affect any of the rights granted or assigned by me, or any of the covenants, agreements, waivers, releases or indemnities made by me in this Agreement.

9. I shall keep in strictest confidence and shall not disclose to anyone any information or materials of any kind relating to the Presentation (collectively, the "Confidential Information"), unless and until Producer or the Network discloses such Confidential Information (if ever). In addition, I will not advertise or promote my participation in the Presentation or receive or generate any monetary advantage from my participation in the Presentation, or authorize anyone else to do so.

10. **RELEASE AND AGREEMENT NOT TO SUE.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, I AGREE THAT I WILL NEVER SUE PRODUCER, NBCUNIVERSAL MEDIA, LLC, THE NETWORK, OR ANYONE ELSE FOR ANY REASON RELATING TO MY PARTICIPATION IN THE PRESENTATION, OR BECAUSE I DO NOT LIKE THE MANNER IN WHICH PRODUCER TOOK OR USED THE FOOTAGE AND MATERIALS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, I HEREBY RELEASE PRODUCER, NBCUNIVERSAL MEDIA, LLC, THE NETWORK, AND EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES 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 IN THE FOOTAGE AND MATERIALS, THE PRESENTATION, THE CREATION OF THE FOOTAGE AND MATERIALS, MY PRESENCE AT OR TRAVEL TO ANY LOCATION IN CONNECTION WITH MY PARTICIPATION IN THE PRESENTATION, ON ANY LEGAL THEORY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, RIGHTS OF PRIVACY AND PUBLICITY, DEFAMATION, OR FALSE LIGHT).

11. **MEDIATION AND ARBITRATION PROVISION.** THE PARTIES AGREE THAT IF ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE BREACH OF ANY TERM HEREOF, OR MY PARTICIPATION IN CONNECTION WITH THE PRESENTATION CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS, THEY SHALL ENDEAVOR FIRST TO SETTLE THE CONTROVERSY OR CLAIM BY MEDIATION CONDUCTED IN THE CITY OF NEW YORK AND ADMINISTERED BY JAMS UNDER ITS APPLICABLE RULES. IF THE DISPUTE IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT THE CONTROVERSY OR CLAIM, INCLUDING THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION CONDUCTED IN THE CITY OF NEW YORK, AND ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF, INCLUDING ITS OPTIONAL APPEAL PROCEDURE (THE "JAMS RULES", AVAILABLE AT [WWW.JAMSADR.COM](http://WWW.JAMSADR.COM), INCLUDING, WITHOUT LIMITATION, THE RULE PROVIDING THAT EACH PARTY SHALL PAY PRO RATA ITS SHARE OF JAMS FEES AND EXPENSES, AND THE RULES PROVIDING FOR LIMITED DISCOVERY AND OTHER EXCHANGE OF INFORMATION). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN NEW YORK OR A RETIRED JUDGE. NOTWITHSTANDING THE ABOVE REQUIREMENTS, IF ANY PARTY FILES SUIT IN

**COURT, OR FILES AN ARBITRATION BEFORE FIRST SEEKING TO MEDIATE, IN DIRECT VIOLATION OF THIS PARAGRAPH, THE OTHER PARTY NEED NOT REQUEST MEDIATION TO ENFORCE THEIR RIGHT TO COMPEL ARBITRATION. ANY MEDIATION OR ARBITRATION PROCEEDINGS, TESTIMONY, OR DISCOVERY, ALONG WITH ANY DOCUMENTS FILED OR OTHERWISE SUBMITTED IN THE COURSE OF ANY SUCH PROCEEDINGS (AND INCLUDING THE FACT THAT THE MEDIATION OR ARBITRATION IS EVEN BEING CONDUCTED), SHALL BE CONFIDENTIAL AND SHALL NOT BE DISCLOSED TO ANY THIRD PARTY EXCEPT TO THE EXTENT REQUIRED IN ANY JUDICIAL PROCEEDING BROUGHT TO ENFORCE THIS ARBITRATION PROVISION OR ANY JUDGMENT RENDERED HEREUNDER. IF ANY PORTION OF THE DISPUTE RESOLUTION MECHANISM SET FORTH HEREIN IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THAT PORTION SHALL BE SEVERED FROM THE REST AND SHALL NOT AFFECT THE PARTIES' AGREEMENT TO RESOLVE ALL CONTROVERSIES AND CLAIMS THROUGH MEDIATION AND ARBITRATION.**

12. LIMITATION OF REMEDIES. THE PARTIES AGREE THAT ANY REMEDIES FOR ANY BREACH OF THIS AGREEMENT OR ANY OTHER CLAIMS CONCERNING OR RELATING TO THE PRESENTATION 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 EXCEPT (I) TO THE EXTENT THAT APPLICABLE LAW PROVIDES FOR SPECIFIED UN-WAIVABLE REMEDIES, THE ARBITRATOR MAY AWARD SUCH REMEDIES IN ACCORDANCE WITH THE LAW; AND (II) AS OTHERWISE PROVIDED HEREIN. NOTWITHSTANDING THE FOREGOING OR THE MEDIATION AND ARBITRATION PROVISIONS OF PARAGRAPH 11, ABOVE, I RECOGNIZE THAT GIVEN THE UNIQUE NATURE OF THE PRESENTATION AND THE COMMERCIAL REALITIES OF THE ENTERTAINMENT INDUSTRY, WHICH RELY UPON CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS, ANY ACTUAL OR ANTICIPATED BREACH OF MY CONFIDENTIALITY OBLIGATIONS PURSUANT TO THIS AGREEMENT, OR ANY INFRINGEMENT BY ME OF PRODUCER'S OR THE NETWORK'S INTELLECTUAL PROPERTY RIGHTS, WOULD CAUSE PRODUCER AND THE NETWORK IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, I AGREE THAT PRODUCER AND THE NETWORK SHALL BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT.

13. CHOICE OF LAW/JURISDICTION. This Agreement shall be interpreted under the internal, substantive laws 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.

14. Producer may freely license, assign, and otherwise transfer this Agreement and all rights I have granted herein. This Agreement is personal to me and is not assignable by me, and any purported assignment by me shall be null and void. I acknowledge and agree that Network is an express, intended third party beneficiary of this Agreement with full standing to enforce any and all of the provisions of this Agreement.

15. This Agreement shall bind and inure to the benefit of me, Producer, the Network, each of my and their respective parent, subsidiary and affiliated companies, and each of my and their respective successors, assigns, licensees, heirs, next of kin, spouses, legal representatives, administrators, executors, and guardians.

16. This is the complete and binding agreement between Producer and me, and it supersedes all prior understandings and communications, whether oral or written, with respect to its subject matter. This Agreement cannot be terminated, rescinded or amended, except by a written agreement signed by both Producer and me. I acknowledge and agree this Agreement, including without limitation, the releases granted herein, is intended to operate and be construed as broadly as possible under applicable law. Accordingly, to the extent applicable law would limit this Agreement in any way, or invalidate any provisions hereof, any such limitations or invalid provisions shall not operate to invalidate this Agreement in its entirety. Rather, in any such instance, this Agreement shall be deemed to operate and to be effective to the maximum extent permitted by law, provided, however, that the Agreement shall be voidable at the sole discretion of Producer should the aggregate of all such provisions found to be invalid or unenforceable materially affect the benefits and obligations of the parties to this Agreement as a whole.

**I FULLY UNDERSTAND ALL OF MY RIGHTS, OBLIGATIONS, PROMISES AND AGREEMENTS.**

**IN PARTICULAR, 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.**

**SIGNED:** \_\_\_\_\_ **DATED:** \_\_\_\_\_

*Print your name:* \_\_\_\_\_ *Print your date of birth\*:* \_\_\_\_\_

*Print your address:* \_\_\_\_\_

*Print all of your email addresses:* \_\_\_\_\_

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

**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 am entitled (together with the other undersigned person, if any) to the sole care, custody and control of my child/ward. 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 Producer and the Network, their parent and affiliated entities, and licensees, successors, and assigns from any claims and 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:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_ *Phone:* \_\_\_\_\_

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_ *Phone:* \_\_\_\_\_