

Program: "RuPaul's Drag Race"

CASTING/AUDITION RELEASE

I, _____, desire and agree to voluntarily participate in the various activities (collectively, "**Activity**") related to the auditioning, casting, development and/or production of the television program tentatively entitled "**RuPaul's Drag Race**" (the "**Program**") being cast by **Popular Productions LLC** and produced by **World of Wonder ("Company")** and/or its designees (collectively, "**Producer**"). I understand and acknowledge that I shall not receive any monetary compensation or any other remuneration for my participation and/or appearance in connection with the Program, any Activity, the casting/audition of the Program and/or for the exercise of any other rights granted by me herein. I further acknowledge and agree that none of Producer's rights under this release are in any way contingent or dependent upon Producer including me as a participant in the Program. In consideration of Producer considering me as a potential participant in the Program and for the opportunity to possibly appear on television, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby acknowledge and agree as follows:

1. Likeness and Performance: I hereby consent to Producer taping, photographing, filming and/or other recording of, use and reuse of my name, likeness, caricature, voice (including, without limitation, my speaking, singing, rapping voice) personality, image, actions, personal experiences, biographical information, biographical material, and life story (collectively "**Likeness**"). I further agree that Producer may tape, photograph, film and otherwise record, depict, portray and represent my Likeness, my actions, performances, exploits, events, incidents, situations and experiences contained in or associated with my participation in any Activity and/or the Program (including, without limitation, in connection with the casting and auditioning for the Program), any material or information given by me or anyone else or material submitted by me whether in any interview, tape, disc or otherwise, and my voice and conversation, including quotes, paraphrases, sounds and any performance by me of musical composition(s) in connection therewith (all of the foregoing, my "**Performance**"), for use in and/or in connection with the Program and the Productions (as defined below). Without limiting the foregoing, any name used in connection with any portrayal of me in or in connection with the Program or any of the Productions may be fictitious or my real name. Notwithstanding anything contained in this agreement or any related documents provided to me by Producer, I understand and agree that Producer has no obligation to include me in any Activity or the Program, to choose me to participate in the Program, to include the Activity or me in the Program, or to produce or exploit the Program.

2. Producer's Instructions/Further Documents: I will accept as final any and all decisions made by Producer on any and all matters (including, without limitation, the audition/casting process and participant selection). I understand that my failure to comply with any such rules and/or instructions as provided to me by Producer may result in my immediate disqualification from further consideration to become a participant in the Program, in Producer's sole discretion. I acknowledge and agree that Producer is in no way obligated to grant me an audition, regardless of either my place in the audition line or any prior statements or assurances made to me by Producer or its employees, agents or vendors. I further acknowledge and agree that Producer, may, at any time and in its sole discretion, alter the audition and participant selection process in any manner. I agree to execute such other documentation, releases and agreements as Producer shall request from me

from time to time, at its sole discretion, including, without limitation, a long-form participant agreement in the event Producer selects me as a participant in the Program.

3. Ownership of Performance/Program: I agree that Producer shall be the exclusive owner of all copyright and other rights in and to the Program and my Performance and will be able to use them forever and throughout the universe, and to license others to use them, in any manner Producer wishes and in any and all media, manners and/or platforms now known or hereafter discovered or developed, in or in connection with the Program and/or in theatrical motion pictures, television programs, theatrical stage presentations, radio, wireless content, internet programming, and any and all other audio, visual, audio-visual and/or print works and productions of any kind or description, now known or hereafter devised (collectively "**Productions**"), whether related to or in connection with the Program or not. I further agree that Producer may use and license others to use the Performance and/or excerpts or reproductions therefrom, and my Likeness in the Program, in any related or unrelated derivative versions and/or uses of the Program (including, without limitation, any serialization(s), translation(s) and/or adaptation(s) thereof), in Productions and in and in connection with the advertising, marketing and promotion of the Program, Productions (including over the Internet), Producer and/or MTVN (and any of its affiliated networks) in any and all media, manners and platforms, including, without limitation, in and in connection with merchandising and commercial tie-ins. I acknowledge that Producer may record my Likeness and Performance by way of open or hidden microphones and/or cameras at any and in the vicinity of all locations in which any Activity takes place (including, without limitation, the auditions or tryouts for the Program). I acknowledge and agree that the Program or any part thereof (including without limitation my Likeness and/or Performance) can be edited, cut, added to, adapted, dubbed, modified and/or rearranged at Producer's sole and absolute discretion, and may be used as part of or separate from the Program. Without limiting the foregoing, I acknowledge that Producer may juxtapose any recordings of my Performance with any other part of the recording of my Performance in the Program or otherwise, and alter the sequence of events or of any questions posed and/or answers given in connection with my Performance and the Program. I acknowledge that the use of my Likeness, and/or Performance in the Program could be embarrassing, disparaging, surprising, of an unfavorable nature, factual or fictional, or portray me in a false light. I hereby consent to any such use and acknowledge and agree that the Released Claims (as defined below) include any and all claims which I may be otherwise entitled to as a result of such use of my Likeness and/or Performance. I understand and acknowledge that my appearance and participation with the Program and/or Productions does not fall under the jurisdiction of any collective bargaining agreements, and that I shall not be entitled to any residuals or any other types of payments in connection with the Program, Productions or Producer's use of my Likeness and/or Performance as provided herein.

4. Musical Compositions: In the event I perform any musical composition (lyrics, rap, music/melodies and/or both) written or controlled by me (an "**Original Composition**") in connection with my participation in an Activity and/or the Program (including, without limitation, during the auditions, tryouts for the Program and/or the Program), I hereby grant to Producer, without charge or the need for any additional documentation, the non-exclusive, unlimited, royalty-free, worldwide, perpetual right and license to use, synchronize, reproduce and perform such Original Composition in and in connection with the Program, and advertising, publicity and promotion for the Program and related and ancillary uses, in all media and by any and all manner or means now known or hereafter devised (including without limitation exploitation of the Program via the Internet) (collectively, the "**Composition Rights**"). To the extent I desire to perform any musical composition (lyrics, music/melodies and/or both) partially written or partially controlled by

me (a "**Joint Composition**") in connection with my participation in an Activity and/or the Program (including, without limitation, during the auditions, tryouts for the Program and/or the Program), I hereby (i) grant to Producer, to the full extent of my ownership and control of such Joint Composition, the Composition Rights in connection with such Joint Composition, and (ii) agree to provide to Producer such consents, licenses or other documentation as required by Producer in form and substance acceptable to Producer, granting Producer the Composition Rights for the Joint Composition (the "**Joint Composition Licenses**") from any and all persons and/or entities who either own or control any portion of the Joint Composition. I acknowledge and agree that I shall not sing, mimic, copy or otherwise perform any other musical composition other than Original Compositions and/or Joint Compositions for which I shall obtain a Joint Composition License.

5. Representations and Warranties: I confirm that, to the best of my knowledge any statements made by me to Producer at any time in connection with the Program (including, without limitation, during any auditions and/or casting sessions) shall be true and that neither my statements nor any of my actions will violate or infringe upon any third party's rights. In addition to any other representations and warranties contained herein, I further represent and warrant that (a) I am in good health; (b) I am not under the influence of any medication, drugs, or other substance that might impair my physical or mental ability to engage in the Activity and/or the Program or that might impair my judgment while engaging in the Activity and/or the Program; (c) I will follow all rules made and directions given by Producer in connection with the Activity and/or the Program; (d) my Performance, if any, (including, without limitation, any performance of an Original Composition) and any statements made by me and any information, music, lyrics, composition or materials provided by me to Producer in connection with the Activity and the Program shall be wholly original with me and shall not slander, libel, or violate any rights of any third parties; and (e) I am at least 21 years old upon execution of this agreement.

6. RELEASE: I, ON BEHALF OF MYSELF, MY HEIRS, NEXT OF KIN, SPOUSE OR PARTNER, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "**RELEASING PARTIES**") HEREBY AGREE NOT TO SUE AND IRREVOCABLY AND UNCONDITIONALLY RELEASE, WAIVE AND FOREVER DISCHARGE PRODUCER, MTVN, ITS PARENT AND RELATED COMPANIES, SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS, JOINTLY AND INDIVIDUALLY (COLLECTIVELY, "**RELEASEES**"), FROM ANY AND ALL MANNER OF LIABILITIES, CLAIMS AND DEMANDS OF ANY KIND OR NATURE, WHATSOEVER, IN LAW OR EQUITY, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AND WHETHER OR NOT CONCEALED OR HIDDEN, THAT I MAY NOW HAVE OR MAY HEREAFTER HAVE (COLLECTIVELY, THE "**RELEASED CLAIMS**") WHICH ARISE OUT OF OR RELATE TO OR IN CONNECTION WITH THE CASTING, AUDITION, ANY ACTIVITIES, PRODUCTION, REPRODUCTION, EXHIBITION, BROADCAST, DISTRIBUTION, ADVERTISING, PROMOTION OR OTHER EXPLOITATION OF THE PROGRAM, ANY OF THE PRODUCTIONS, THE EXERCISE OF ANY RIGHTS IN THE PROGRAM OR ANY OF THE PRODUCTIONS OR OF ANY RIGHTS GRANTED HEREUNDER WHICH I OR ANY OF THE RELEASING PARTIES EVER HAD, NOW HAS, OR IN THE FUTURE MAY HAVE AGAINST THE RELEASEES. THE RELEASE CLAIMS SHALL INCLUDE, WITHOUT LIMITATION, CLAIMS BASED ON NEGLIGENCE, GROSS NEGLIGENCE, PERSONAL INJURY, LIBEL, SLANDER, DEFAMATION, INVASION OF ANY RIGHTS OF PRIVACY, RIGHT OF PUBLICITY OR PERSONALITY, INTENTIONAL

INFLICTION OF EMOTIONAL DISTRESS, NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, INFRINGEMENT OF COPYRIGHT OR VIOLATION OF ANY OTHER RIGHT.

7. Miscellaneous: I acknowledge and agree that the rights granted hereunder and my participation related thereto are unique, unusual, special and extraordinary, the loss of which would not be adequately compensable in damages in an action at law, and that, in addition to any rights or remedies which Producer may have under this Release or otherwise, Producer therefore would be entitled to all available equitable remedies in case of breach or threatened breach of this Release by me. I further agree that in the event I breach this agreement and/or bring a claim or lawsuit in violation of this agreement, I shall be liable for any outside attorneys' fees and costs incurred by Producer and/or MTVN in connection with such breach, claim or lawsuit. I expressly acknowledge and agree that no breach of this Release or violation of any my rights shall entitle me to terminate or rescind the rights granted to Producer herein and in the event of any question of Producer's performance of its obligation hereunder, I hereby waive the right, in the event of any such breach, to equitable relief or to enjoin, restrain or interfere with the exercise or any of the rights granted herein, it being my understanding that my sole remedy shall be the right to recover monetary damages with respect to any such breach, but in any event, no consequential, punitive or special damages. I represent and warrant that I had the opportunity to review this release before signing and that I have the right to enter into agreements under my own name. The invalidity or unenforceability of any part of this release shall in no way affect the validity or enforceability of the remainder of this release. This release and the rights hereunder may be freely assigned by Producer and shall be governed by New York state law without regard to its conflicts of law rules.

SIGNATURE: _____ DATE _____

PRINT NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

S.S.#: _____ PHONE: _____

ALT. PHONE: _____ E-MAIL: _____

DATE OF BIRTH: _____