



PERFORMANCE RELEASE

In consideration for the opportunity to participate in the South Bay Teen Idol competition (the "Competition") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby irrevocably **assigns to the Addison-Penzak Jewish Community Center, the sponsor of the Competition, its subsidiaries, affiliates, licensees, assignees and designees** (collectively, "Center"), the irrevocable perpetual right and license throughout the universe to use and publish and to allow third-parties to use and publish my name, voice, likeness, image, photographs, and approved biographical material in connection with or related to, directly or indirectly, the advertising, promotion or publicity of the Competition, in any medium, whether utilizing technology now known or hereafter devised. Additionally, I acknowledge and agree that the Center shall have the right to film, record, and videotape my performances at the Competition and rehearsals, and backstage shots, interviews and any other documentary-type footage of me (collectively, the "Footage"), that the Center shall have the perpetual right to edit the Footage into one or more audio and audiovisual programs of the Competition (collectively, the "Programs"), and that the Center shall have the perpetual right to exploit throughout the universe the Programs in all forms of medium, whether utilizing technology now known or hereafter devised, without further remuneration or payment to me.

I further acknowledge and agree that the Footage is a work specially ordered or commissioned for use as part of an audiovisual work and as such is a "work made for hire" for benefit of the Center within the meaning of the United States Copyright Act of 1976, as amended. Accordingly, the Center will own throughout the universe, all right, title and interest in and to the Footage and all derivatives thereof and shall have the right to exploit and otherwise use the Footage (including the audio soundtrack thereto), or any portion thereof, in any and all mediums, whether utilizing technology now known or hereafter devised. If it is ever determined that my performances and other appearances as embodied within the Footage are not "works made for hire," I shall be deemed to have irrevocably assigned in perpetuity and throughout the universe to the Center all right, title and interest therein and thereto, including, without limitation, all copyrights therein and thereto throughout the universe for the life of the copyright (including all renewals and extensions thereof). I hereby waive all so-called "moral rights" in and to the Footage.

I further acknowledge, confirm, and agree that (i) I am currently enrolled in school in grades 8-12 in Santa Clara County, Santa Cruz County, San Mateo County or Alameda County and I hereby authorize the Center to take any action the Center deems necessary or appropriate to verify same, (ii) I am thirteen (13) years of age or older, (iii) I have no type of talent representation (including, without limitation, a talent agent or manager), a music recording contract, a merchandising agreement or any other contractual arrangement that would prohibit me from entering into a management contract, recording contract or merchandising.

Finally, I acknowledge and agree to be bound by all of the rules set forth on the website for the Competition, www.apjcc.org/idol, as such rules may change from time to time.

DATE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

PARTICIPANT SIGNATURE: _____

GUARDIAN: _____

GUARDIAN SIGNATURE: _____

Official Use Only

Received by: _____

Audition (check one): LIVE: _____ VIDEO: _____

Date: _____

Accepted and Agreed:

Signature: _____ Date: _____

Diana Schnabel-Arevalo
Addison-Penzak Jewish Community Center of Silicon Valley
South Bay Teen Idol Producer
(Authorized Agent)