



Genesis Production Association

MTSU Top Model – RELEASE & WAIVER

Please Print Your Full Name: _____ Birthdate: _____

Please read, fill out, sign and date the following:

I have listed below, to the best of my knowledge, (i) anyone I know or have known (including myself) who has now, or has been in the past two years, an officer, employee, agent or representative of GPA, MT10HD and/or MTSU and/or respective licenses, assignees, or parents or affiliated or subsidiary companies, and (ii) the titles, jobs, and/or functions such persons have held or occupied:

I hereby acknowledge that (i) I understand, satisfy, and agree to be bound by, the eligibility requirements for MTSU Top Model (the “Program”); (ii) I have answered and will answer all questions posed to me honestly and accurately; (iii) If any of the grounds for dismissal from the Program selection process, and/or my being dismissed as a Program participant (associate), if previously selected as a participant; (iv) Even if I meet the eligibility requirements, GPA, MT10HD, MTSU, and/or any of their respective licensees, assignees, or parents, or affiliated or subsidiary companies (collectively, the “Producers”) have no obligation to produce the Program and MT10HD has no obligation to broadcast it, even if it is produced, (vi) In the event that the show is cancelled, or not broadcast for any reason, the Producers have no obligation to award any prize money or prizes, (vii) All decisions concerning selection of the participants, the elimination of participants on the Program and winners in the Program are final and not subject to challenge or appeal; and (viii) the Producers shall own and shall have no obligation to return or maintain any materials submitted as part of my application whether or not I am or am not selected as a participant.

By submitting this application, I hereby consent to the recording, use and reuse by the Producers, and/or any of their respective licensees, assigns, parents, subsidiaries or affiliated entities and each of the respective employees, agents, officers and directors (collectively “Releases”) of my voice (including, without limitation, my speaking and singing voices), actions, likeness, name, appearance and biographical material (i.e., collectively “Likeness”) in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program and the promotion and exploitation (in any form or media) thereof. I agree that Releases may use all or any part of my Likeness, and may alter or modify regardless of whether or not I am recognizable. I further agree that Releases exclusively own any application materials (videos, photos, etc) that I may have

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I agree not to make any claim against Releases as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such invades any right of privacy and/or publicity and any claims based on defamation or libel or false light). Without limiting the foregoing in any way, to the degree that the Materials include any musical or literary compositions in which I (partially or wholly) own, or to which I purport to (partially or wholly) own, the copyright or any publishing rights, I hereby grant to the Producers, and have the complete, unfettered right to grant to the Producers, an irrevocable, unlimited, perpetual, worldwide, royalty and payment-free license to use and reproduce such Materials in the Program and in connection with any promotion, publicity, marketing or advertisement for the Program or any exploitation of the Program of any kind, in any and all media now known or which may exist in the future. I understand that the Producers make no representation that such Materials will or will not be used in any way.

This agreement shall be deemed to be entered into Rutherford County, Tennessee, and shall be governed by and interpreted in accordance with the laws of the State of Tennessee applicable to agreements executed and fully carried out within Tennessee. Any action, proceeding or litigation concerning this agreement or my appearance or participation in the Program may only be brought in Rutherford County, Tennessee, and I hereby agree that the courts of Rutherford County, Tennessee, shall have exclusive jurisdiction over me and the subject matter of any such proceeding. I agree that any and all disputes or any controversies arising under or relating to this agreement or any of its terms, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this agreement, or any provision thereof, and any and all disputes or controversies arising under or relating to my possible appearance or participation in the Program, shall be resolved by binding arbitration in accordance with the following procedure: either (i) the Producers and I shall mutually select an arbitrator, who shall be a retired judge of a state or federal court or (ii) if we cannot agree on such arbitrator, the Producers and I shall each select one arbitrator, who shall both be retired judges of state or federal courts and those two arbitrators shall then select a third arbitrator, who shall also be a retired judge of state or federal court. All arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, through its Tennessee office. I agree that the arbitrator's ruling, or arbitrators' ruling, as applicable, in the arbitration shall be final and binding and not subject to appeal or challenge. I further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties; provided that such arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties each must agree in writing that such information and documents will be treated by them as confidential, consistent with this provision. The parties hereto agree that, notwithstanding the provisions of this paragraph, Producer shall have a right to injunctive or other equitable relief as provided for in Tennessee Civil Procedure or other relevant laws.

Without limiting the foregoing, any provision of this agreement that is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this agreement invalid, illegal or unenforceable in any other jurisdiction. This agreement expresses the entire understanding

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-ed therein, should be resolved against the drafter of the document or agreement, are hereby waived. No modification, alteration or amendment of this agreement will be valid or binding unless in writing and signed by both me and the Producers. No waiver by the Producers of any term or condition of this agreement will be construed as a waiver by the Producers of any other term or condition; nor will any waiver by the Producers of any default under this agreement be construed as a waiver by the Producers of any other default. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further Producers may freely assign, in whole or in part, any of their rights or obligations under this agreement. I may not assign my rights and obligations under this agreement.

Signed this ____ day of _____, 20__

SIGN _____ PRINT _____
Associate/Participant

SIGN _____ PRINT _____
Parent/Guardian (IF UNDER 18)

SIGN _____ PRINT _____
M. Nicole Thompson, General Manager/GPA & Executive Producer/MTSUTM