**“THE SEARCH FOR IDOL PHILIPPINES”**

**RELEASE FORM**

I understand that I (“**Performer**”), with the consent and assistance of my Parent/Legal Guardian signing below, have been engaged to render artistic services for the television series entitled “THE SEARCH FOR IDOL PHILIPPINES” (the “**Program**”) to be produced by **ABS-CBN Corporation** (together with its parent, subsidiaries and affiliated companies, and licensees, successors and assigns, individually and collectively, “**Producer**”), and intended for initial exhibition by Producer. I acknowledge and understand that Producer requires that I sign this Release (the “**Agreement**”) in order to participate in the Program and that I deem it to be in my best interest to enter into this Agreement. In addition, by signing this Agreement, I represent that I have the full right, power, and authority to enter into and fully perform this Agreement, that I have read, understood and voluntarily agree to abide by its terms and conditions, and that I acknowledge that I will be giving up certain legal rights. **All provisions of this Agreement shall become effective on the date of my signature (“Effective Date”).**

**SECTION A.**

**PARTICIPATION IN THE PROGRAM**

1. Availability; I agree to be available to participate in the production of the Program in the Metro Manila area, or any other location required by Producer, as and to the extent required by Producer, commencing on a date to be determined by Producer and continuing until the completion of my participation on the Program as required by Producer. In addition, I understand that my Parent/Legal Guardian (or a person designated by my parent or legal guardian to accompany me) will be required to accompany me at all times during my participation in the Program.
2. Equipment: If I use any form of equipment as part of my act, I warrant and represent that I will be responsible for bringing such equipment (provided it is suitable for the live shows location) and am responsible for ensuring that such equipment is safe and/or suitable for its purposes, and that if any equipment is deemed unsafe or unsuitable for use by Producer, I will coordinate with Producer on the use of the appropriate replacement.
3. Agreement to Comply with All Rules, Directions and Instructions. I hereby agree to follow all of Producer's rules, directions and instructions in all matters relating to the Program (including decisions regarding the creation and implementation of terms, conditions and rules governing the Program) and that Producer’s decision(s) on all discretionary matters shall be final and binding and not subject to challenge or appeal. In addition, if any activity on the Program is halted for any reason, I shall abide by Producer’s decision regarding the resumption of the activity. I understand that Producer reserves the right, in its sole discretion, to change, add to, delete from, modify or amend the terms, conditions and rules affecting the conduct of the Performers on the Program and the Program activities. Any actual or alleged consequences of my following such rules, directions and instructions shall be included within the matters released and indemnified by me under this Agreement. I hereby acknowledge that the interests of the Program shall override those of any Performer in the Program.
4. Non-Infringement of Rights. In connection with my participation in the Program, I shall not infringe upon or violate the rights (including, without limitation, the intellectual property rights, right of privacy, property rights, personal or proprietary rights, or other statutory rights) nor cause injury or harm nor take any action, or fail to take any action, that would constitute unfair competition, defamation, libel or breach of contract, of any other person or entity (including, without limitation, any other Performers, the hosts, and guests). I agree to abide by all Performer rules of conduct, all Philippine laws [and all applicable local laws], including, without limitation, all rules and regulations of the Philippine Intellectual Property Office (if applicable).
5. Falsification of Documents. I hereby represent and warrant that I have truthfully, fully and accurately completed all forms relating to the Program, in supplying personal details and in granting the Rights to Producer hereunder.
6. Change of Circumstances. I agree to inform Producer immediately if any of the information I give becomes incorrect due to any change of circumstances during the Exclusivity Period as defined in Section C (as such period may be extended pursuant to agreements that I may be required to sign in connection with my participation in the Program).
7. **Further Documents**. I acknowledge that Producer may require me to sign further documents and agreements as a condition of my participation in the Program, if any. I agree to execute such further documents and instruments and do any other acts or deeds as Producer may reasonably request in order to effectuate this Agreement or as otherwise required to evidence or protect Producer’s rights hereunder. If I fail or am unable to promptly execute any such documents or instruments, I hereby irrevocably appoint Producer as my attorney-in-fact to execute and file any such documents or instruments or to do any such acts or deeds, provided that said documents, instruments, acts, and deeds shall not be inconsistent with the terms and conditions of this Agreement. I agree that Producer’s rights under this Section constitute a power coupled with an interest and are irrevocable.
8. **Mental, Physical, & Emotional Health**. To the best of my knowledge, I do not have a mental, emotional or medical condition that might impact my ability to participate in the Program, my health and well-being or the health and well-being of other Performers or any other persons involved with the production of the Program. I shall notify Producer immediately of any physical, emotional, psychological, or mental conditions that might affect me or others, or that may affect my performance on the Program. I understand that since this is my own act, I am solely responsible for determining whether I am capable of performing the act in the Program; provided, however, Producer may, in its sole discretion, refuse to allow me to participate in, the Program at any time if Producer believes, in its sole discretion, that I am not capable of performing the act safely. If I am injured or become ill during the course of the production of the Program, I hereby authorize Producer’s medical team or medical personnel designated by Producer to treat me for any such injury or illness.With respect to my medical history or treatment, I will sign the Emergency Medical Release & Contact Information Sheet attached hereto as Exhibit “A.”

**SECTION B.**

**GRANT OF RIGHTS**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with full knowledge, I hereby grant to Producer the following exclusive and irrevocable rights throughout the universe, in perpetuity. I understand and agree that, unless otherwise set forth herein, no additional compensation, payments, residuals, reuse fees or other payments shall be made to me with respect to the rights granted in this Section B.

1. **Name and Likeness**.

(a) **Consents**: I hereby consent to Producer's filming, taping, photographing and making audio/visual recordings of me and my act for use in and in connection with the Program and agree to cooperate fully with Producer in such activities. I acknowledge and agree that Producer will be the sole and exclusive owner of all rights (including, without limitation, all copyrights) in and to the material filmed, taped, photographed and/or recorded pursuant to this Agreement. In addition, I hereby grant to Producer the unconditional right throughout the universe in perpetuity to use, simulate or portray (and to authorize others to do so) or to refrain from using, simulating or portraying, my act, name, likeness (whether photographic or otherwise), voice, singing voice, personality, personal identification or personal experiences, my life story, biographical data, incidents, situations and events which heretofore occurred or hereafter occur, in or in connection with the Program (or any episode or portion thereof) and the advertising, promoting or publicizing of the Program or any Program episode by Producer, or its programming services, and in connection with any merchandising, whether or not related to the Program (including without limitation, any commercial tie-ins), any sponsor of the Program, and the advertising, promotion, endorsement and distribution of the Program, as well the advertising, promotion and publicizing of the Producer, or any television station or other media outlet that broadcasts or otherwise exhibits or exploits the Program, by Producer, or any of its programming services, and in any other manner whatsoever (including, without limitation, as a direct endorsement of any product or service) as Producer may elect in its sole discretion. I understand that, in and in connection with the Program, I may reveal or relate, and other parties (including, without limitation, employees, agents or representatives of Producer (and its respective parents, affiliates, subsidiaries, licensees, or designees), other Performers, the hosts, and special correspondents of the Program) may reveal or relate information about me of a personal, private, intimate, surprising, defamatory, disparaging, embarrassing or unfavorable nature, that may be factual or fictional. I further understand that my appearance, depiction and portrayal in the Program and my actions and the actions of others displayed in the Program, may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature and may expose me to public ridicule, humiliation or condemnation. The waivers, releases and indemnities in this Agreement expressly apply to the use and exploitation of any such information and any such appearance, depiction, portrayal, actions statements and material.

1. **Commissioned Work**.

(a) **Pre-Existing Materials**: Without limiting the foregoing, I acknowledge and agree that any original materials that I have created prior to the Effective Date (including, without limitation, photographs, published works, or other artistic materials, including but not limited to, songs, original music, lyrics, jokes, routines, magic effects, illusions, tricks, catchphrases, etc.) which are created by me and are identified by me at the time of incorporation into the Program shall remain my sole property (“**Pre-Existing Materials**”); provided, however, I hereby grant to Producer a non-exclusive perpetual license to use any such Pre-Existing Materials with no additional compensation, payments, residuals, reuse fees, or other payments due to me in connection with the Program and the exploitation of the Program, including, without limitation, advertising, publicity, promotions, and merchandising, and in any manner whatsoever. For the avoidance of doubt, however, the foregoing shall not affect my rights to receive public performance royalties from a performing rights society.

 I hereby represent and warrant that, for a period commencing on the Effective Date of this Agreement and continuing until that date which is one (1) month after the initial airing of the episode of the Program which contained my performance: (a) no person other than Producer and its licensees shall have the right to exploit any of my pre-existing audio recordings or pre-existing audio-visual recordings without the prior written consent of Producer; and (b) I will not exploit any of my pre-existing audio recordings or pre-existing audio-visual recordings, or authorize any person other than Producer and its licensees to exploit any of my pre-existing audio recordings or pre-existing audio-visual recordings without the prior written consent of Producer.

(b) **Program Materials**: Other than the Pre-Existing Materials described above, I acknowledge and agree that all of the results and proceeds of my participation in the Program, including but not limited to all artistic, literary, dramatic, musical, photographic (still or moving, taken during the Program, preparation, and any and all production periods) and other materials from my act, performance and/or appearance specifically created for the Program (collectively, the “**Program** **Materials**”) are being specially commissioned by Producer as a contribution to an audiovisual work and, accordingly, the copyright (and all renewals and extensions thereof) and all other proprietary rights, title and interest in and to such Program Materials shall be owned by Producer as the author of such Program Materials, which, to the extent that I may have any rights in and to such Program Materials, shall be considered “commissioned works,” pursuant to the Intellectual Property Code of the Philippines. If any of such Program Materials are not deemed “commissioned works,” I hereby assign to Producer the entire copyright and all other rights in and to such Program Materials that I may have, own or hold (and where any such Program Materials are not in existence at the date hereof, by way of present assignment of future copyright), throughout the universe for the full period of copyright and all renewals and extensions thereof, and thereafter for the maximum period permitted by law.

(c) **Materials**. Collectively, the Program Materials and the Pre-Existing Materials shall be referred to as the “**Materials.**” I hereby waive unconditionally and irrevocably the benefit of any provision of law known as “Moral Rights” or similar laws now or hereafter prevailing in any part of the world which might otherwise apply to the Materials and I will not assert any Moral Rights against Producer, or its respective licensees, successors and assigns. I agree that any telecast or other exploitation of the Materials or any rights therein, whether as part of the Program or otherwise, will not entitle me to receive any additional compensation.

3. **Ownership of Rights**. I hereby grant to Producer the unconditional and irrevocable right throughout the universe in perpetuity to distribute, exhibit, advertise, promote, copy, reproduce, change, add to, delete from, translate, transmit, and otherwise use the Materials and the Program (including, without limitation, any portion of my appearance on the Program or my act on the Program) in any manner whatsoever, and by any and all means and media, whether now known or hereafter devised (“**Media**”). Such Media shall include, without limitation, any and all forms of television (including without limitation, commercially sponsored, sustaining, and subscription television, free television, syndicated television, pay television, cable, pay-cable, MDS, LPTV, satellite, broadcast); video cassettes, discs and DVD, CD-ROM; interactive media, the Internet, on-line services, wireless services, MMS and SMS messaging. The rights granted to Producer in this Section shall include, without limitation, the right to make sequels and remakes, advertising and promotion rights, merchandising, soundtrack, live stage, publishing, radio, audio recording, and music publishing and exploitation rights. Without in any way limiting the foregoing, Producer’s rights shall include, without limitation, the right to exploit any Program episode or any portion thereof, including, without limitation, interview footage, outtakes, behind-the-scenes footage and footage not used in any episode of the Program in any manner, by any method, in any and all Media, throughout the universe in perpetuity.

4. **Performer Photographs, Film, Audio & Video Recordings**.  I understand and agree that during my participation in the production of the Program I shall not, under any circumstances, shoot or take any photographs, film, digital images, audio or video recordings without obtaining Producer's prior express written approval, which approval Producer may grant or withhold in its sole discretion. If I have previously developed any film, digital images, audio or video recordings taken during my participation in the production of the Program, I shall provide Producer with all such film (negatives and prints), digital images and audio and video recordings for Producer's use in and in connection with the Program, including, without limitation, in and in connection with the advertising and promotion of the Program and any and all ancillary uses of the Program (for example, books, calendars, videos, CD-ROM and exploitation on the Internet, via wireless Internet and via MMS and SMS messaging). All such film, digital images, audio or video recordings shall constitute “Program Materials” as defined in Section B.2 (b) of this Agreement. Producer shall be entitled to retain possession of the film (negatives and prints), digital images and audio and video recordings and shall be deemed to be the owner of all rights therein including the copyright and all renewals and extensions thereof. I understand and agree that no additional compensation, payments, residuals, reuse fees or other payments shall be made to me with respect to Producer’s use of the Program Materials.

**SECTION C.**

**EXCLUSIVITY**

1. (a) **Exclusivity**. For a period commencing on the Effective Date of this Agreement and continuing until twelve (12) months following the date of the initial television exhibition of the episode of the Program in which I participate (the “**Exclusivity Period**”), I shall not appear on any other television or radio programs, print media, on-line services or any other media outlet (the “**Restricted** **Media Outlets**”), without the express written consent of Producer. All Performers may perform their acts during the Exclusivity Period separate and apart from Producer and the Program if Performers do not in any way mention or refer to the Program or their involvement therewith and so long as such performance is not in the Restricted Media Outlets.

(b) I hereby represent and warrant that I am not currently a party to, nor during the period commencing on the Effective Date hereof and continuing for the Exclusivity Period, will I become a party to, whether oral or in writing, any commercial, contractual, management, agency, sponsorship or other agreement or arrangement with any person, firm or company other than Producer and/or its parents, subsidiaries or affiliated companies, or any of their respective licensees, successors or assigns, with respect to my performing abilities and/or my services within the entertainment industry (including but not limited to my singing, songwriting, performing, modeling, and/or acting services) or the proceeds thereof or with respect to my name, likeness, performance, voice, singing voice, image or biography (including but not limited to any talent management agreement, talent agency agreement, recording contract, songwriting contract, acting contract, modeling contract, sponsorship contract, merchandising contract and/or live performance contract).

In addition, I hereby represent and warrant that I am not currently a party to, nor during the Exclusivity Period will I become a party to, any other contract that would interfere with my participation in the Program and/or preclude me from entering into an exclusive contract for my recording services, an exclusive contract for my songwriting services, an exclusive contract for the management of my career in the entertainment industry (including but not limited to my singing, acting and/or modeling services), an exclusive contract for my acting, live performance and/or touring services, and an exclusive contract for the use of my name, likeness (actual or simulated) and biography in connection with advertising, endorsements, merchandising and sponsorship.

However, I understand that in the event I am party to a contract for talent representation (for example, represented by a talent agent or manager), I MUST be able to demonstrate to the satisfaction of Producer the following: (i) such contract commenced prior to the Effective Date; (ii) the talent representative has signed a waiver of management and other representation rights lasting the entire production of the Program through and including the exhibition of the final episode of the Program and any subsequent publicity services relating to the Program (if your talent representative is also your Parent/Guardian, the talent representative must still sign the waiver of management and other representation rights); and (iii) the talent representative will consider entering into a co-management/co-representation agreement required by Producer (“Co-Management Agreement”). The waiver and Co-Management agreement, if any, will be provided by Producer.

I recognize that a breach by me of this Section would cause Producer and its parents, subsidiaries and affiliated companies, irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law; therefore, I hereby expressly agree that Producer and its parents, subsidiaries and affiliated companies, shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me.

1. 2. **Producer’s Contract Options:** I warrant that, upon signing this Agreement, I shall disclose to Producer all details of all recording, acting, publishing, merchandising, endorsement, management or any other contracts to which I am or have been a party in respect of my career as a performer (the “**Existing Agreements**”), in the Schedule hereto attached as Exhibit “B”. I hereby represent and warrant that the details provided in the Schedule are true and accurate. If the Existing Agreements include a management agreement with a talent manager (the “Manager”), the Manager shall likewise be required to sign this Agreement.

In addition to the exclusivity obligations set forth elsewhere in this Agreement, I understand and agree that during the Exclusivity Period, I shall be required, at the election of Producer or Producer's designee, to enter into the following agreement(s), the terms of which shall be in the form of the standard contracts of Producer (and/or any of its respective affiliates, subsidiaries, or designees) and on terms customary for new artists signed to Producer (and/or any of its affiliates, subsidiaries, or designees) as determined by Producer and/or any of its parents, subsidiaries and/or affiliated companies, in its sole discretion:

(i) an exclusive contract for my recording and/or songwriting services (“Recording/Songwriting Agreement”);

(ii) an exclusive contract for the management of my career (or the Co-Management Agreement per this Agreement) in the entertainment industry (“Management Agreement”);

(iii) an exclusive contract for my acting, live performance or touring services (“Performing Agreement”);

(iv) an exclusive contract for merchandising (“Merchandising Agreement”); and

(v) an exclusive contract for the depiction of my life story in television programs or other audio, visual, audio-visual, and/or print productions, books and other print publications (“Life Story Rights Agreement”);

(collectively, the Recording/Songwriting Agreement, the Management Agreement, Performing Agreement, the Merchandising Agreement, and the Life Story Rights Agreement, shall be referred to as the “**Producer’s Contract Options**”).

I understand and agree that the Agreements shall become fully effective only at the election of Producer and/or Producer's designee(s), which election shall occur on or before the expiration of the Exclusivity Period. I hereby warrant that as of the Effective Date of this Agreement I have not entered into, nor will I enter into, any contract or arrangement which might prevent me from entering into the contracts set forth in this paragraph, and that in the event I do enter into any such contract or arrangement prior to the expiration of the Exclusivity Period, I shall be in breach of this Agreement. I recognize that a breach by me of this Section would cause Producer, Warner Bros, International Television Production Limited (“Warner”), and their respective parents, subsidiaries and affiliated companies, irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law; therefore, I hereby expressly agree that Producer, Warner, and their respective parents, subsidiaries and affiliated companies, shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this Section by me.

In the event, for any reason, that I fail to sign any of the Producer’s Contract Options promptly upon request by the Producer, the Producer has the right to replace me with an alternative performer and/or claim damages. I understand that I shall not be entitled to receive the applicable advances and/or rates set forth in the Contract Options unless the Producer elects to exercise its option and engage my services or manage my career, in their sole discretion during the Exclusivity Period.

I hereby warrant that I have not entered into, nor during the Exclusivity Period will I enter into, any contract or arrangement that might prevent me or restrict me from entering into any of the Producer’s Contracts specified in this Section.

**SECTION D.**

**PUBLICITY/CONFIDENTIALTY**

1**. Publicity and Promotion**:

(a) **Publicity/Specials**: I agree that for a period of thirty (30) days from the initial television exhibition of the episode of the Program in which I participate, I shall remain available if and when requested by Producer, for no additional consideration, where and when Producer may require, for publicity interviews, publicity photograph sittings, still photographs, on-air and other publicity activities (including but not limited to news shows, talk shows and other programs, including other programs, and to make other appearances as required by Producer). Additionally, I acknowledge and agree that Producer shall have the exclusive and irrevocable option to film or tape one or more additional episodes, including, without limitation, a reunion, “making of,” or casting program or series (the “**Special** **Episodes**”), to be produced during the Exclusivity Period (the “**Special** **Episodes** **Option**”). Producer shall exercise the Special Episodes Option in writing at least within thirty (30) days after the initial exhibition of the episode of the Program in which I participate. I agree to participate in production of the Special Episodes for a period to be determined by Producer (the “**Special** **Episodes** **Production** **Period**”), at one or more locations, and to participate in the Special Episodes to the same extent and degree that I have agreed to participate in the Program (including, without limitation, compliance with any Special Episodes rules and participation in all Special Episodes and other activities). I hereby grant Producer all rights in the Special Episodes as if the same had been included in the “Program Materials” as defined in Section B.2 (b) of this Agreement, and I agree that all other provisions of this Agreement (including, without limitation, the provisions relating to participation, publicity, and confidentiality), as well as all my other agreements that I have executed or that I may execute in connection with the Program, shall apply equally to my participation in and in connection with any Special Episodes.

1. **Confidentiality**: I shall not use or disclose to any third party at any time any information that I may read, hear or otherwise acquire or learn in connection with or as a result of my participation in or in connection with the Program (collectively, the “**Confidential** **Information**”).

**SECTION E.**

**ACKNOWLEDGMENT AND ASSUMPTION OF RISK**

1. **Supplies and Services Furnished by Producer to Performers.** I understand that Producer, directly or through independent contractors, will provide various services and equipment in connection with the Program and its Performers. I acknowledge that neither Producer nor any contractor, employee or third party providing equipment or services in connection with the Program has made any warranties whatsoever with respect to the equipment or services which they furnish in connection with the Program or which the Performers may otherwise use, and that there are no warranties of any kind from anyone regarding the fitness or suitability of any equipment or services for use for any purpose in connection with the Program or otherwise. I hereby waive any rights I might otherwise have to warnings or instructions regarding any aspect of the Program or the equipment or services utilized in connection therewith, and I acknowledge and agree that I shall use such equipment and services at my own risk.
2. **Other Program Performers and Third Party Personnel**: Producer makes no representations or warranties and offers no assurances as to the character, background, actions, demeanor or mental or physical condition of any other Performer**,** third party vendor**,** or any other person involved in any way with the Program, and I acknowledge that I must assume the risk of any encounter or interaction with such persons.
3. **Mental and Physical Stress**. I understand that the conditions surrounding the production of the Program may expose me to mental, emotional and physical stress, both during and after my participation in the Program. I voluntarily and fully accept and assume these risks and understand and acknowledge that the waivers, releases and indemnities in this Agreement expressly apply to these risks and any and all consequences of these risks.

**Assumption of Risk of Unknown or Undiscovered Facts, Claims or Defects, and Release of Released Parties**: I and the other Releasing Parties (as that term is defined in Section F.1 of this Agreement) acknowledge that there is a possibility that after my execution of this Agreement, I or they will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed and which, if known by me or them at that time, may have materially affected my /their decision to execute this Agreement. I and the other Releasing Parties (as defined below) acknowledge and agree that by reason of this Agreement, and the release contained in the preceding paragraphs, I and the other Releasing Parties are assuming any risk of such unknown facts and such unknown and unsuspected claims. This personal release will constitute a full release in accordance with the terms hereof. I and the other Releasing Parties knowingly and voluntarily waive any provisions of law whereby such a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by them must have materially affected their settlement with the debtor, as well as any other statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release and this Agreement, and without such waiver Producer would not have accepted this Agreement or my participation in the Program. I and the other Releasing Parties understand and acknowledge the significance and consequence of this release and of this specific waiver and other such laws.

5. **No Representations or Warranties from Producer**. I acknowledge that Producer has made no representations or warranties of any kind whatsoever to me regarding my qualifications or ability to participate in the Program, or regarding any other matter whatsoever, and that my participation in the Program shall be entirely at my own risk.

**SECTION F.**

**RELEASES, WAIVERS AND INDEMNIFICATIONS**

1. **Definition of “Releasing Parties.”** As used in this Agreement, the term “Releasing Parties” means and refers to each of me, my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns.
2. **Definition of “Released Parties.”** As used in this Agreement, the term “Released Parties” means and refers to each of Producer, Warner and all television stations and channels, cable broadcasters and satellite broadcasters that broadcast or otherwise exhibit the Program, the other Performers in the Program, all sponsors, advertisers and advertising agencies connected with the Program, all other persons and entities connected with the Program and each of their respective parents, subsidiaries, affiliates, licensees, successors and assigns, and the respective directors, officers, employees, agents, contractors, partners, shareholders, heirs, assigns, executors, administrators, attorneys, representatives and members of each of the foregoing entities.

3. **Waiver of All Claims and Suits; Released Claims; Indemnity**: I am free to enter this Agreement and hereby agree to indemnify the parties hereto in respect of all actions, proceedings, claims, damages and other liabilities which may be brought against or incurred by them as a result of the breach of any of my warranties, representations, obligations or undertakings contained in this Agreement or, in the event that I am participating in the Program as part of a group, such breach by any other member of my group. I agree that in the event of any breach of this agreement by the Producer, I shall not be entitled to enjoin the distribution and/or exploitation of the Program and any legal remedy I may have shall be in an action at law for damages.

**SECTION G.**

**FURTHER DISCLOSURES, COVENANTS,**

**REPRESENTATIONS AND WARRANTIES**.

1. **Appearance on the Program:** I hereby represent and warrant:

(a) **Rights & Clearances**: With respect to any materials (including any and all Pre-Existing Materials) which are composed, created, devised or written by me that I display or perform in the Program (e.g., photographs, published works, or other artistic materials, including but not limited to, songs), I represent and warrant that I exclusively own all of the rights, clearances and releases necessary for Producer to include, use and exploit said materials in and in connection with the Program, and any advertising, promotion and publicity thereof, and that all such materials shall meet nationwide public standards of decency and be in compliance with Producer’s exhibition standards and practices and shall not be deemed inappropriate by a reasonable person.

(b) **Drugs, Medications, Alcohol, etc.**: I will not bring any illegal drugs, prescription medications for which I do not have a valid prescription, alcoholic beverages, weapons or other illicit items to the Program premises, including hotels or other housing or transportation. I will not engage in any illegal activities on the Program premises or locations or anywhere else, including, without limitation, hotels or other housing or transportation. I will not use, consume or partake in any illegal drug usage or activity at any time, including, without limitation, during the Program production period whether on the Program premises or elsewhere.

1. **Performer Conduct**: I will conduct myself at all times for the duration of my participation on the Program and during the term of this Agreement in a mature, civil and respectful manner. I will not harass, intimidate or threaten anyone with whom I am in contact in connection with my participation in the Program, including, without limitation, the production staff, the other Performers, the parents or legal guardians of other Performers, the hosts, the special correspondent(s) or any other entities or individuals connected with the Program.
2. **Clothing Restrictions**: I understand and agree that I am prohibited from wearing any clothing items, including, but not limited to shirts, pants, shorts, and hats, or displaying any tattoos, that contain any recognizable logos (for example, designer, sports or any other logos) or any other copyrighted material (for example, t-shirts with pictures or artwork) or bearing the name or likeness of a celebrity, living or dead, unless Producer has specifically provided such apparel to me.
3. **Trademarks/Logos**: Neither I, nor anyone acting or my behalf, shall at any time use any of Producer’s names, logos, trade names or trademarks (including, but not limited to, the title of the Program), or those of any of Producer’s related companies, for any purpose or in any manner whatsoever, including, without limitation, in or in connection with any kind of advertising, promotion, publicity, merchandise, or other product or service.
4. **“Plugs”**: I shall not make any mention of or "plug" any commercial product, service, venture or thing on the Program, including, without limitation, the name of my employer. I hereby acknowledge that neither I nor anyone acting on my behalf is giving or receiving any monies, or other valuable consideration to get me on the Program or to have me mention or display anything on the Program. I am aware that the payment or acceptance of, or agreement to pay or accept, any money or valuable consideration for the appearance of any person or the mention or display of any thing on the Program without disclosure to the broadcaster prior to exhibition is a violation of the policies of the Producer. I agree that if anyone tries to induce me to accept any such payment, I shall immediately notify Producer as set forth in Section G.1(g) of this Agreement.
5. **Notices**: If I notice any irregularity or impropriety in the taping, production or publicity of the Program, I agree to inform Producer’s Legal Department at the 4th Floor, ELJ Communications Center, Eugenio Lopez Drive, Quezon City of such concern as soon as it occurs.

**SECTION H.**

**GENERAL PROVISIONS**

1. Travel and Living Accommodations. I understand that as I have been selected by Producer to be a Performer on the Program, Producer will make arrangements for me to travel in connection with the Program and I agree that I will be available to travel as may be required by Producer. Producer will provide me (and one (1) parent or legal guardian with lodging accommodations in Metro Manila, at Producer’s expense, which accommodations will include room and tax only. I will be responsible for any incidental expenses in connection with such accommodations (including, but not limited to, phone charges, room service, pay TV charges, video game charges, tips, etc.) and any deposits required by the hotel in connection with such incidentals. Producer will provide me (and one (1) parent or legal guardian or their designated representative) with ground transportation to and from the hotel and the airport or train station in Metro Manila and to all Program production sites. I understand and acknowledge that I will be responsible for all other living expenses I incur during my stay in Metro Manila, including but not limited to, food, transportation (other than transportation involved with the Program) and other incidental personal expenses. I understand that any travel undertaken by me in connection with my participation in the Program shall be taken at my own risk.
2. **Producer’s Right to Suspend this Agreement**: Without limiting Producer’s right to terminate my participation at any time, for any reason, as set forth herein, in the event of an occurrence of a force majeure event (as defined below) which lasts for more than fourteen (14) days or of my incapacity (including physical or mental disability, default, or conviction of a crime which, because of the particular facts and nature of the conviction would, in Producer's sole judgment, adversely affect my ability to represent Producer properly or to participate hereunder), Producer shall have the right, in its sole discretion, upon notice to me, immediately to suspend or terminate my participation hereunder. Producer may terminate any period of suspension at any time in Producer's sole discretion and I shall thereupon resume my participation hereunder. As used herein, an event of “force majeure” shall mean any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, law, enactment, regulation, rule, order or act of government or governmental instrumentality (either national or local, foreign or other), failure of technical facilities, or other cause of similar or different nature beyond Producer’s reasonable control which materially interferes with, prevents, or impedes production of the Program or Producer’s operations.
3. **Remedies**. I acknowledge and agree that the rights I have 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. I further agree that, in addition to any rights or remedies which Producer may have under this Agreement or otherwise, Producer would be entitled to all available equitable remedies in case of my breach or threatened breach of this Agreement. No remedies, rights, undertakings, or obligations shall be in limitation of any other remedy, rights, undertaking, or obligation of either party. No breach of this Agreement by Producer shall entitle me to terminate or rescind the rights granted to Producer herein.
4. **Notices**: All notices, statements and other communications given hereunder shall be made in writing by facsimile (with confirmed delivery transmission), telegraph, telex, personal delivery or by mailing the same by certified mail, return receipt requested, or by next day express delivery in a postpaid wrapper, addressed to the other as aforesaid, and the date of such personal delivery, telegraphing, telexing, faxing, the next day if by express delivery, or the date five (5) days after such mailing shall be deemed the date on which such notice is effective. All notices sent to either party shall be to said party's respective address set forth herein.
5. **Assignment**: I acknowledge that I shall have no right to assign this Agreement or delegate any of my responsibilities hereunder to any third party, and that any purported assignment or delegation by me shall be null and void *ab initio*. This Agreement, and the benefits and rights granted hereunder, are freely assignable by Producer, any of the other Released Parties and any of their respective assignees and licensees.
6. **Relationship of Parties**: I acknowledge and agree that my relationship to Producer is limited solely to that of an independent contractor and a grantor of rights and that I am not an employee of Producer.
7. **Survival of Provisions**: The following provisions of this Agreement shall survive any expiration or termination of this Agreement: Section B (Grant of Rights); Section D (Publicity/ Confidentiality); Section F (Releases/Waiver/Indemnifications); Section H (General Provisions).
8. **Applicable Law:** This Agreement and all matters or issues collateral thereto shall be governed by the laws of the Philippines applicable to contracts executed and performed entirely therein (regardless of the actual place(s) of performance). The parties hereby consent to the exclusive personal jurisdiction of the Philippines.
9. **Complete Agreement**. This Agreement, any exhibits and attachments hereto, the Participant Agreement and Parental Consent, and any other agreements or documents that I have executed or that I may execute at the request of Producer in connection with the Program contain the entire understanding between the parties, and supersede all prior negotiations, understandings and agreements (whether written or oral) of the parties hereto relating to the subject matter hereof. This Agreement cannot be modified except by a written instrument signed by the parties hereto. No waiver of any breach of or default under any provision hereof shall be deemed a waiver of such provision, or of any subsequent breach or default. If any provision hereof shall be invalid or unenforceable due to any law, said provision shall be modified to the minimum extent necessary to effect compliance with such law, and in any event such invalidity or unenforceability shall have no effect upon the remaining terms and conditions hereof. The paragraph headings have been inserted herein for the purpose of convenience only and shall not be used in interpreting this Agreement. The provisions hereof shall be binding upon me and my heirs, executors, administrators and successors.
10. **Third Party Beneficiary**: I acknowledge and agree that, insofar as the terms of this Agreement relate to Warner, it and its parent, affiliates, subsidiaries, or designees, shall be considered as third party beneficiaries to this Agreement.
11. **Knowledge and Understanding of the Agreement**: I have been given ample opportunity to read, and I have carefully read, this entire Agreement. I acknowledge that Producer, and its respective parents, subsidiaries or affiliated entities and its respective employees, agents, representatives, officers, directors, are not providing legal, business, product design, accounting, marketing or any other professional services or advice to me. I certify that I have made an investigation of the facts pertinent to this Release Form and of all the matters pertaining thereto as I have deemed necessary, that I fully understand the contents hereof, that I am of sound mind, and that I intend to be legally bound by this Release Form and am entering this Agreement of my own free will. The name given below is my legal name. Any other name(s) or alias(es) used by me within the past five years are also noted below.

After I (and my Parent/Legal Guardian) have signed this Agreement, this Agreement shall constitute a binding and enforceable document against me and the other Releasing Parties.

**PERFORMER: MANAGER: (if any)**

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature Signature

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Other Names and Aliases (if applicable):**

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

**THE PARENT/LEGAL GUARDIAN MUST ALSO SIGN BELOW.**

I hereby warrant that I am the parent and/or legal guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the individual who signed the foregoing Agreement (the “**Minor**”), that I have caused said Minor to execute said Agreement, that I will not instruct, authorize or permit said Minor to disaffirm the foregoing Agreement, and that I will indemnify the Released Parties (as defined in the Agreement) against all claims, liabilities and expenses with respect to said Agreement (including, without limitation, said Minor’s breach of said Agreement), and that, knowing of Producer’s reliance hereon, I agree to cause said Minor to adhere to and perform all of the provisions of said Agreement. I agree that I will be responsible for the conduct and well-being of said Minor at all times during said Minor’s participation in the Program.

In consideration for said Minor participating as a Performer on the Program, I hereby agree to be bound by and to perform all of the terms and conditions of said Agreement, as if I were a party to said Agreement, insofar as such terms and conditions may relate to my participation in the Program, if any (including but not limited to the taping of my appearance and/or participation in the Program and the use of my name, voice, likeness, etc. by Producer in connection with the Program and all of Producer’s rights hereunder).

Dated:

 Name (Please Print)

Relationship to Minor:

 (Signature)

**PLEASE KEEP US ADVISED IN WRITING OF YOUR CURRENT ADDRESS.**

**EXHIBIT “A”**

**EMERGENCY MEDICAL RELEASE &CONTACT INFORMATION**

IN CASE OF EMERGENCY, I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Performer**”), and my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns, by my signing below, authorize **ABS-CBN Corporation**, or its respective designee (hereinafter, the foregoing entities, and their respective parents, subsidiary entities, affiliates, successors and assigns, and their respective directors, officers, employees, agents, contractors, partners, shareholders or representatives shall be referred to jointly and severally as “**Producer**”) to arrange for or provide such medical care, assistance, treatment and/or services including without limitation surgery, to me as they determine to be necessary.

In the event that my physical and/or mental condition requires specific consent from me that is impossible or impracticable at the time that medical care, surgical care or hospitalization appears to be necessary or advisable, I also authorise any licensed physician and/or medical facility to provide any medical/surgical care and/or hospitalization to me, including anaesthetics, which they determine in their sole discretion, to be necessary or advisable. I authorize any reasonable necessary care by the paramedics. I hereby voluntarily and knowingly release, discharge, relinquish and hold harmless Producer, and any provider of any medical care, assistance, treatment and/or services from and against any and all claims, actions and/or lawsuits of any kind in connection with any actions taken or services provided pursuant to this authorization. I further hereby release, discharge, relinquish and hold harmless Producer for any medical care assistance, treatment or services provided to me at any time whether such treatment or services are provided by health care professionals, paramedics, or any other person.

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Performer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone Number: (\_\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Alternate Phone: (\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE PARENT OR LEGAL GUARDIAN OF PERFORMER MUST ALSO SIGN BELOW**

I hereby warrant that I am the parent and/or legal guardian of the minor (the “**Minor**”) who signed the foregoing Emergency Medical Release (the “**Release**”) and I am at least 18 years old. I have read the Release and join with Minor in authorizing the treatment set forth in the Release. I will indemnify and hold harmless the Released Parties (as defined in the Release to which this Release is attached as an Exhibit) against all claims, liabilities and expenses with respect to the Release or any treatment provided thereunder.

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

SIGNATURE OF PARENT OR LEGAL GUARDIAN RELATIONSHIP TO MINOR

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

PRINT NAME OF PARENT OR LEGAL GUARDIAN DATE

**EXHIBIT “B”**

**SCHEDULE OF EXISTING AGREEMENTS**

1. Please set out details below of any acting, recording, publishing, merchandising, endorsement or any other agreement relating to your services in the entertainment industry or any contract or agreement for the use of your name, likeness, voice, image or biography to which you have been or currently are a party. This should include dates, type of contract, parties to contract, contract expiry date and other significant details.

2. Please set out details below of any contracts to which you have been or currently are a party with any talent agent, talent manager or another representative in connection with your performing services in the entertainment industry (including, but not limited to, modeling, acting, singing/songwriting, recording or otherwise). This should include dates, type of contract, parties to contract, contract expiry date and other significant details.

3. Television Appearances: The following are ALL of the television, contest, game or reality shows on which I have EVER appeared or in which I have applied to be a contestant, or have been engaged as a performer, in the last year: (If none, please state “None” in the space below.)

Name of Show Taping/Recording Date Air Date

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

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

4. Magazines, Photographs, & Advertisements: The following are ALL of the magazines and advertisements (including, without limitation, on the Internet) in which I have appeared (*use back of page if necessary*): (If none, please state “None” in the space below.)

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

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

 5. Websites. I have listed and described below any and all websites I have created, participated in, and any all materials I have posted on any website. The following is a description of each website I have created and all of the materials I have posted on any website (if none, please state “None” in the space below):

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

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