

APPEARANCE RELEASE (U)

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, I authorize **Fly Girls, LLC** ("Producer") and its parents, affiliates, subsidiaries, licensees, successors and assigns (collectively herein, "you") to make use of my appearance for the program currently entitled "**Dance Moms**" ("Program") and in connection with Producer or otherwise.

I agree that you may tape and photograph me, and record my voice, conversation and sounds, including any performance of any musical composition(s), during and in connection with my appearance and that you shall be the exclusive owner of the results and proceeds of such taping, photography and recording with the right, throughout the world, an unlimited number of times in perpetuity, to copyright, to use and to license others to use, in any manner, all or any portion thereof or of a reproduction thereof in connection with the Program or otherwise. For purposes of clarity, I expressly waive any and all moral rights I may have in connection with my appearance. You shall have no obligation to utilize any of the rights granted hereunder.

I further agree that you may use and license others to use my name, voice, likeness and any biographical material concerning me which I may provide, in the promotion, advertising, sale, publicizing and exploitation of the Program, derivative/other projects and ancillary products (e.g., merchandise) and in connection with Producer throughout the world in any and all media now known or hereafter devised, an unlimited number of times in perpetuity. I further represent that any statements made by me during my appearance are true, to the best of my knowledge, and that neither they nor my appearance will violate or infringe upon the rights of any third party.

I shall keep strictly confidential all information I receive relating to Producer in perpetuity. I shall keep strictly confidential all information I receive relating to the Program and the content thereof until after the broadcast of the episode in which I appear (or until after the broadcast of the Program's first cycle if I do not appear in the Program).

I further represent and warrant that I am in sound physical, mental, emotional and psychological health. I acknowledge that participation in a program of this nature and the services being rendered in and in connection with the Program may involve activities that are inherently dangerous or hazardous (e.g., traveling by air, sea or land), physically strenuous and/or psychologically, emotionally or mentally challenging, that I am familiar with such activities and that they are fully within my physical, psychological, mental, and emotional capabilities. I voluntarily assume any and all risks, known or unknown, associated with the services. I shall assume responsibility for obtaining all desired insurance coverage for myself. I hereby agree to defend, indemnify and hold harmless Producer and its parent companies, subsidiaries, affiliates, successors, shareholders, directors, officers, agents, employees, licensees and assigns (collectively, "Indemnified Parties") and I voluntarily release the Indemnified Parties, discharge, waive and relinquish any and all actions or causes of action, claims, demands, liabilities (including, but not limited to, personal injury, property damage and wrongful death) resulting in any manner from the services, whether caused by negligence or otherwise, or from a breach of my warranties, representations or obligations hereunder.

I hereby waive any right of inspection or approval of my appearance or the uses to which such appearance may be put. I acknowledge that you will rely on this permission, potentially at substantial cost to you and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder. Further, I shall not be entitled to seek any injunctive or equitable relief in connection with any breach or alleged breach of this Release, and Owner's only remedy in the event of a breach shall be to seek damages. I may not enjoin, restrain or interfere with the production, promotion, distribution, exhibition or exploitation of the Program.

In the event that I receive any goods, services, cash prizes, or other valuable consideration by reason of my participation in the Program, I understand that I am responsible for paying all applicable taxes that may be imposed thereon, and I release and indemnify Producer from any liability therefor. I understand that the value of any such goods, services, or prizes may range from nominal to significant.

This Release shall be governed by and construed in accordance with the laws of the State of California applicable to agreements entered and to be wholly performed therein. Any controversy or claim arising out of or relating to this Release or the validity, construction or performance of this Agreement or the breach thereof, shall be resolved by binding arbitration conducted by JAMS. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any proceedings held pursuant to this section shall be conducted in Los Angeles, California.

This Release contains the full and complete understanding between the parties with respect to the subject matter herein, and shall supersede all other verbal or written agreements between the parties relating thereto. Until or unless a long-form agreement is entered, this Agreement shall constitute the final binding agreement between the parties and may not be modified or amended except by written instrument executed by both parties.

[signature page follows]

ACCEPTED AND AGREED:

(Please Print) Name: _____ Signature***
Address: _____
City/State/Zip: _____ Date
Phone # _____
E-mail Address: _____

*****IF PERSON SIGNING IS A MINOR, THE FOLLOWING PARENTAL CONSENT IS REQUIRED. NOTE THAT IF THERE ARE TWO PARENTS/GUARDIANS, BOTH ARE REQUIRED TO SIGN THIS CONSENT:** I/we represent and warrant that I am/we are the parent(s) or guardian(s) of the minor who has signed this release, and I/we consent and hereby agree that I/we and the said minor will be bound by all the provisions contained herein and will not revoke or disaffirm this release at any time. I/we will indemnify and hold harmless the Releasees from and against any and all damages and costs, including reasonable attorneys' fees, arising out of or related to the breach or alleged breach by me/us or the minor of the representations and warranties made in this Parental Consent and/or the representations, warranties or obligations set forth in the release.

Parent/Guardian 1 Name: _____ Signature
(Please Print)
Date

Parent/Guardian 2 Name: _____ Signature
(Please Print)
Date

FLY GIRLS, LLC
(Please Print) Name: _____ Signature