

APPEARANCE RELEASE (U)

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

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. Further, I agree that you may use any existing photographs and/or footage depicting me (whether such materials are provided by me or by third parties) ("Existing Materials") in connection with the Program or the Granted Rights (as defined below). The results and proceeds of the taping, photography, and recording, together with the Existing Materials, shall herein be collectively referred to as the "Materials." You shall be the exclusive owner of the Materials, and you shall have 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 of the Materials in connection with the Program, the promotion, advertising, sale, publicizing and exploitation of the Program, derivative/other projects and ancillary products (e.g., merchandise), and in connection with Producer's and the applicable network's (the "Network") publicity and marketing, throughout the world, in any and all media now known or hereafter devised, an unlimited number of times in perpetuity (collectively, the "Granted Rights"). I further grant you the right to use and license others to use my name, voice, likeness, any biographical information in connection with the Granted Rights.

I 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.

For purposes of clarity, I expressly waive any and all moral rights I may have in connection with my appearance or the Materials. I acknowledge and agree that you are not obligated to use any of the Materials in the Program or otherwise.

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 such information becomes available to the public through no fault of my own. For the avoidance of doubt, I agree not to issue any press releases or make or post other public statements, including but not limited to, via social media or speaking to the press about the Program generally, or about my involvement in the Program, without Producer's prior written approval. I agree not to use Producer's or the Network's names, logos, trademarks, or other proprietary marks in any manner without Producer's or Network's prior written approval, as applicable.

I further represent and warrant that I am in sound physical, mental, emotional and psychological health. I acknowledge that participation in the Program may involve activities that are inherently dangerous or hazardous, physically strenuous, or psychologically, emotionally or mentally challenging, and I represent and warrant that I am capable of withstanding such conditions. I voluntarily assume any and all risks, known or unknown, associated with my appearance and participation in the Program. I shall assume responsibility for obtaining all desired insurance coverage for myself.

I hereby agree to defend, indemnify and hold harmless Producer and the Network, and their parent companies, subsidiaries, affiliates, successors, shareholders, directors, officers, agents, employees, licensees and assigns (collectively, "Indemnified Parties") from and against any and all causes of action, claims, demands, and liabilities (including, without limitation, reasonable outside attorneys' fees) (collectively, "Claims") resulting in any manner from my appearance or participation in the Program 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, and I hereby acknowledge and agree that your use of my appearance and the Materials may be or could be considered embarrassing, disparaging, defamatory, or untrue. I acknowledge that you will rely on this permission, potentially at substantial cost to you. I voluntarily release the Indemnified Parties and discharge, waive, and relinquish any Claims (including, but not limited to, any proceedings and/or actions relating to personal injury, property damage and/or wrongful death) relating to my appearance or participation in the Program, whether caused by negligence or otherwise, or relating to the exercise of the Granted Rights.

I further agree that my remedies relating to this release shall be limited to an action for monetary damages. I shall not be entitled to seek any injunctive or equitable relief relating to this release, my appearance on the Program, or the Granted Rights, and I knowingly waive the right to seek such relief. I will not in any way obstruct or interfere with the production, promotion, distribution, exhibition or exploitation of the Program.

I acknowledge that federal law prohibits "payola", "plugola" and the acceptance of anything of value for promoting any product, service or company, or arranging for any person or product to appear, on the air. I agree that I shall not violate any such law.

I acknowledge that I will not receive any monetary compensation in exchange for this release, and I am giving this release in consideration for Producer allowing me to participate as a guest/participant in the Project, and I recognize that my signature on this release is a condition of Producer permitting me to be a guest/participant in the Project. I know Producer will incur significant costs and expenses in reliance upon this appearance release, so I will not attempt to cancel it or to revoke any of the rights granted to Producer herein. I acknowledge that I am a volunteer and that I shall not be deemed to be an employee of Producer, nor shall I be entitled to the benefits provided by Producer to its employees.

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. Both parties consent to the jurisdiction of the state and federal courts residing in the county of Los Angeles to adjudicate any disputes with respect thereto. The prevailing party shall be entitled to recover its reasonable outside attorneys' fees and costs.

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. If any term of this release is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect. This release shall constitute the final binding agreement between the parties relating to the subject matter hereof, and may not be modified or amended except by written instrument executed by both parties.

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 Indemnified Parties 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 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