

DANCE COMPETITION RELEASE (P)

Having the sole right to do so, the undersigned grants to **Fly Girls, LLC** and its parents, affiliates, licensees, successors, and assigns (collectively herein, "Producer") the right to photograph, record, and reproduce the dance competition event known as **SHEER TALENT** (tentatively scheduled to take place on March 11, 2017 at **Cashman Center in Las Vegas, NV** and any related names, trademarks, servicemarks, tradenames, and logos (collectively, the "Materials"), in and in connection with the production, promotion, advertising, sale, publicizing and exploitation of the program currently entitled "**Dance Moms**" (the "Program"), derivative projects, and ancillary products (e.g., merchandise), in connection with the Producer's and the applicable network's ("Network") publicity and marketing, and otherwise, throughout the world, in any and all media now known or hereafter devised, an unlimited number of times in perpetuity (collectively, the "Granted Rights").

Without limiting the generality of the foregoing, the undersigned agrees that Producer is the owner of the Program, whether or not incorporating the Materials, and has the perpetual, worldwide right to edit, telecast, rerun, record, publish, reproduce, use, license, print, distribute, or otherwise exploit the Program, in any manner and in any media or forum whether now known or hereafter devised.

In full consideration of the Granted Rights, Producer agrees to pay the undersigned, and the undersigned agrees to accept, a fee of **\$6,000.00** payable upon completion of the final cut of the Program, provided that the Program incorporates the Materials.

For purposes of clarity, the undersigned expressly waives any and all moral rights the undersigned may have in connection with the Materials. The undersigned acknowledges and agrees that Producer is not obligated to use any of the Materials in the Program or otherwise.

The undersigned shall keep strictly confidential all information the undersigned receives relating to Producer in perpetuity. The undersigned shall keep strictly confidential all information the undersigned receives relating to the Program and the content thereof until such information becomes available to the public through no fault of the undersigned.

For the avoidance of doubt, the undersigned agrees 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 the undersigned's involvement in the Program, without Producer's prior written approval. The undersigned agrees 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.

The undersigned represents, to the best of its knowledge, that it has the full right and authority to enter into this agreement, to grant the rights granted hereunder, and to be bound as set forth herein, and that no authorization is necessary to enable Producer to use the Materials as described herein and for the purposes herein contemplated and that such use will not violate or infringe upon the trademark, tradename, copyright, artistic and/or other rights of any third parties.

The undersigned agrees 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 Producer's use of the Materials or from a breach of the undersigned's warranties, representations, or obligations hereunder.

The undersigned hereby waives any right of inspection or approval of the uses to which the Materials may be put. The undersigned acknowledges that Producer will rely on this permission, potentially at substantial cost to Producer. The undersigned voluntarily releases the Indemnified Parties and discharges, waives, and relinquishes any Claims relating to Producer's use of the Materials or the exercise of the Granted Rights.

Further, the undersigned agrees that its remedies relating to this release shall be limited to an action for monetary damages. The undersigned shall not be entitled to seek any injunctive or equitable relief relating to this release, or the Granted Rights, and the undersigned knowingly waives the right to seek such relief. The undersigned will not in any way obstruct or interfere with the production, promotion, distribution, exhibition or exploitation of the Program.

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 BY:

Business/Promoter Name: _____

Signature: _____

Printed Name of Person Signing: _____

Title: _____

Date: _____

Soc. Sec. # or EIN: _____