

# **EXHIBIT A**

## **Audition Agreement**

**DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THE FOLLOWING:**  
**PERSONAL RELEASE AND ARBITRATION PROVISION ("AGREEMENT")**

Marathon Productions, Inc. ("Producer")  
 2900 West Alameda Ave., Eighth Floor  
 Burbank, CA 91505  
 Attn: Business/Legal Affairs Department

PROGRAM: America's Got Talent  
 DATE: 02/08/2021  
 CITY: Las Vegas

Ladies and Gentlemen,

In full and complete consideration of Producer possibly including me in an episode(s) of the television series currently entitled "America's Got Talent" (the "Program"), and without any further consideration due from Producer or any third-party to me, and with the understanding that Producer, in Producer's sole discretion may choose whether or not to air or include me in the Program, I hereby agree as follows:

I grant to you and your successors, licensees and assigns, the irrevocable right (but not the obligation, with or without my knowledge) to film, tape and/or photograph, record, exhibit, edit and otherwise use my name, likeness, voice, conversation, sounds and biographical data on or in connection with the Program in any manner in your sole election and sole discretion, including in any and all media now known or hereafter devised, which use shall not entitle me to receive any compensation whatsoever (collectively "My Likeness"). I agree that you are the sole owner of all the results and proceeds of such film, tape and/or photography and recording and my appearance thereon, including, without limitation, as a "work made for hire" under U.S. copyright law as part of a motion picture or other audiovisual work, with the right for yourselves and your successors, assigns, and licensees, forever and throughout the Universe, to use the same and any portion thereof of my name, voice, likeness, and biographical material and editorial comments concerning me, in any and all media, whether now known or hereafter devised, including, without limitation, motion pictures, television and publishing, and in connection with the advertising (including at physical locations), sale, promotion, marketing, merchandising, distribution, publicizing and any and all other types of exploitation of the Program or any part thereof (including without limitation in connection with Program advertisers and/or sponsors and any of their respective products, integrations and/or services). You shall also have the unrestricted right to edit, alter or modify the content and text of the Program in any manner or form.

In the event I perform or display any original material on the Program written or otherwise controlled by me (for example, music, choreography, photography, lyrics, clothing, etc., collectively called the "Material"), I hereby grant to Producer and Producer's designee, without charge, a non-exclusive, irrevocable license to perform and/or display the Material on the Program and the rights required to exploit the Program and the ancillary rights therein, inclusive of the Material, in any and all media now known or hereafter devised, and for any other purpose, throughout the Universe in perpetuity. I agree that my appearance on the Program is within Producer's sole discretion and that Producer is not obligated to include me in the Program.

The Materials, My Likeness, the Program and any recordings or other reproductions thereof may be edited, cut, rearranged, adapted, dubbed or otherwise revised for any purposes, including without limitation to get a humorous or satirical effect, by Producer and the Program, the Materials, or any portion thereof may edited, altered, modified, and/or fictionalized by Producer, Syco and/or Network regardless of whether or not I am recognizable, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program or any other work. Further, I agree that the Producer or any of the Released Parties (and their assignees and/or designees) may use all or any part of the Program Materials and My Likeness.

If I am auditioning to be a participant in the Program, I acknowledge that my audition or participation on the Program shall include my own act or performance, which I created or selected for the Program. I also represent and warrant that I am in a state of physical, emotion, psychological, and mental health capable of performing my act for the Program and otherwise participating in the Program. I shall notify Producer immediately of any physical, emotional, psychological, or mental conditions that might affect me or my performance on the Program. I understand that since this is my own act that 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 audition or participate in the Program if Producer reasonably believes I am not capable of performing the act.

I recognize that Producer is relying on my representations herein and that a breach by me hereunder would cause Producer irrevocable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law and, therefore, I hereby expressly agree that Producer shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this Agreement by me.

I and my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators and assigns hereby unconditionally and irrevocably release, forever hereby release, discharge and hold harmless Producer, Producer's parent, assignees, licensees, agents, and affiliates, partners, NBCUniversal Media, LLC ("NBCUniversal") and one or more of the television networks or platforms of NBCUniversal ("Network"), Syco Entertainment Inc. ("Syco"), all television broadcasting stations, sponsors, advertising agencies, all venues and locations used in connection with the Program, and any and all others connected with the Program and each of their related parent companies, subsidiaries and/or affiliated companies, licensees, sponsors, exhibitors, successors, assigns, and partners and the officers, directors, employees, agents and representatives of each of the foregoing (collectively, the "Released Parties"), of and from any and all claims, demands, or causes of action that I may have, including without limitation, claims based upon defamation or invasion of privacy, or any other matter arising out of or in any manner connected with my participation in the Program or the use and exercise of the rights granted to you herein.

I acknowledge that there is a possibility that after my execution of this Agreement, I 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 at that time, may have materially affected my decision to execute this Agreement. I acknowledge and agree that by reason of this Agreement, and the release contained in the preceding paragraph, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. I have been advised of the existence of Section 1542 of the California Civil Code which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.**

Notwithstanding such provision, this release shall constitute a full release in accordance with its terms. I knowingly and voluntarily waive the provisions of Section 1542, 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 that without such waiver, Producer would not have accepted this Agreement or my participation in the Program. I acknowledge that I understand the significance and consequence of such release and specific waiver of Section 1542.

I acknowledge and agree that I may be provided with knowledge and/or information and/or otherwise observe, acquire or learn information that is of a secret, confidential or proprietary nature (collectively, "Confidential Information"), including but not limited to information concerning the Program, prior to public disclosure thereof by Producer. Such Confidential Information may include, without limitation, the names of individuals associated with the Program and other elements relating to production of the Program (e.g., creative elements, outcomes, sponsors, etc.), as well as knowledge or information regarding the business of Producer, NBCUniversal, Network, Syco, and their affiliates, officers, directors, employees, licensees, successors and assigns, and their production and trade practices. I represent and warrant that I will not, directly or indirectly via a third party, disclose the terms of this Agreement or the Confidential Information. For the avoidance of doubt, my confidentiality obligations hereunder shall apply to any and all media whatsoever, including, without limitation, any social networking site, micro-blogging service, user-generated or user-uploaded content website, online forum, discussion, thread or comment section, personal website or blog, user modified website; or any other website, service, platform, program, application or other form or method of communication, whether now known or hereinafter devised. For example and for the sake of clarity, I may not make disclosures prohibited hereunder via Facebook, Twitter, Instagram, YouTube or any other similar website or service, whether existing now or in the future.

I hereby acknowledge that all publicity, paid advertisements, press notices, interviews and all other information with respect to the Program shall be under Producer's sole control. I shall not have the right to issue (or consent to the issuance of) any publicity, including but not limited to any press release regarding the Program or my participation in connection therewith, without Producer's prior written consent in each instance.

I affirm that neither I nor anyone acting for me gave or agreed to give anything of value to any member of your production staff, anyone associated in any manner with your company, or any representative of any television network or station for your undertakings hereunder. I understand your policy prohibits such payments, and I further understand that it may be a federal offense, unless disclosed to you prior to broadcast, for any such arrangement or my acceptance or agreement to accept anything of value to promote any product, service or venture on the air. I am also aware that it may be a federal offense to use any prepared material containing such a promotion where I know the writer received consideration for it and fail to disclose this to you prior to broadcast. I also understand that Producer's policy prohibits payments for arranging personal appearances and that failure to disclose to Producer any such arrangement may constitute a federal crime. I shall notify you immediately if any person attempts to induce me to violate the foregoing or to do anything dishonest.

I understand that I am agreeing to Producer's Privacy Policy located at <http://www.fmnanet.com/privacy-policy.pdf>. To the extent NBCUniversal also collects and uses your information as a participant in connection with the production, please see <http://nbcuniversal.com/privacy/participant>. These notices may be updated from time to time.

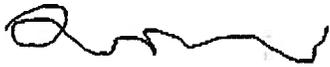
I agree that if any controversy or claim arising out of or relating to this Agreement cannot be settled through direct discussions, I shall endeavor first to settle the controversy or claim by a mediation administered by JAMS under its applicable rules. IF THE DISPUTE IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, I AGREE THAT THE CONTROVERSY OR CLAIM, INCLUDING THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL THEN BE RESOLVED BY FINAL AND BINDING CONFIDENTIAL ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF, INCLUDING ITS OPTIONAL APPEAL PROCEDURE (THE "JAMS RULES", AVAILABLE AT WWW.JAMSADR.COM, INCLUDING, WITHOUT LIMITATION, THE RULE PROVIDING THAT EACH PARTY SHALL PAY PRO RATA ITS SHARE OF JAMS FEES AND EXPENSES, AND THE RULES PROVIDING FOR LIMITED DISCOVERY AND OTHER EXCHANGE OF INFORMATION). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED IN THE ENTERTAINMENT INDUSTRY AND AN ARBITRATOR LICENSED TO PRACTICE LAW IN CALIFORNIA OR A RETIRED JUDGE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF LOS ANGELES. I AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT SHALL BE LIMITED TO AN ACTION FOR MONETARY DAMAGES AND IN NO EVENT SHALL I BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. NOTWITHSTANDING THE FOREGOING, I RECOGNIZE THAT GIVEN THE UNIQUE NATURE OF THE PROGRAM AND THE COMMERCIAL REALITIES OF THE ENTERTAINMENT INDUSTRY, WHICH RELY UPON CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS, ANY ACTUAL OR ANTICIPATED BREACH OF MY CONFIDENTIALITY OBLIGATIONS PURSUANT TO THIS AGREEMENT, OR ANY INFRINGEMENT BY ME OF PRODUCER'S, NBCUNIVERSAL'S, NETWORK'S, OR SYCO'S INTELLECTUAL PROPERTY RIGHTS, WOULD CAUSE PRODUCER, NBCUNIVERSAL, NETWORK, AND/OR SYCO IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, I AGREE THAT PRODUCER, NBCUNIVERSAL, NETWORK, SYCO, AND THEIR ASSIGNEES AND/OR DESIGNEES SHALL BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT.

I warrant to you that I am at least 18 years of age and have the full, complete and unrestricted right and authority to enter into this Agreement. I agree that my appearance on the Program, if any, shall not be deemed to be a performance and is not employment under any collective bargaining agreement or performing arts guild (including but not limited to SAG-AFTRA) and does not entitle me to wages, salary, residuals, corporate or other benefits (as for example, pension, health and welfare benefits) or other compensation under any such collective bargaining agreement or otherwise. If I am not at least 18 years of age, I agree to have my parent(s) or legal guardian(s) sign the acknowledgement at the end of this Agreement.

I represent and warrant that all information I am providing to Producer on this Agreement is valid, true and accurate, and that I have (or will concurrently provide) to Producer full and accurate information regarding my name (including prior names, aliases and professional/stage names), address and date of birth, for Producer's record-keeping purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE TO FOLLOW]

**AGREED AND ACCEPTED:**



E-Signed: 02/07/2021 10:29 PM CST  
a5088a-1-795207@etribez.com  
IP: 70.170.11.39  
Certifi Electronic Signature  
DocID: 20210207222449362

SIGNATURE: \_\_\_\_\_

PHONE: \_\_\_\_\_

PRINT NAME: Russell Greer

EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE OF BIRTH \*: \_\_\_\_\_

\* For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.

**IF THE ABOVE INDIVIDUAL IS UNDER THE AGE OF 18 YEARS, THE PARENT(S) OR LEGAL GUARDIAN(S) OF SUCH PERSON SHOULD ALSO SIGN BELOW.**

I hereby warrant that I am the parent and/or legal guardian of the individual who signed the foregoing Agreement, that I have caused said individual to execute said Agreement, that I will not instruct, authorize or permit said individual to disaffirm the foregoing Agreement, and that I will indemnify Producer against all claims, liabilities and expenses with respect to said Agreement, and that, knowing of Producer's reliance hereon, I agree to cause said person to adhere to all of the provisions of said Agreement. In addition, I agree to cooperate with Producer in having this Agreement and any past or future agreements entered into by the Minor in connection with the Program approved by the applicable court and I hereby waive notice and any opportunity to appear and be heard in connection with any such proceedings.

SIGNATURE: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

PHONE #: \_\_\_\_\_

RELATIONSHIP TO MINOR: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

PHONE #: \_\_\_\_\_

RELATIONSHIP TO MINOR: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_