

Untitled Genius Jr Project *(working title)*
Child Application

IF YOU ARE UNDER 18, YOUR PARENT/LEGAL GUARDIAN MUST COMPLETE THIS APPLICATION ON YOUR BEHALF.

ELIGIBILITY REQUIREMENTS

In order to be eligible to participate in the Program, you must:

- Be a legal U.S. resident.
- Not have been, nor must any of your immediate family members or household members (whether or not related) have been, within the past year, an employee, director, officer, agent, or representative of: (a) SMJT Inc. (“Producer”), its licensees, assigns, parents, or affiliated or subsidiary companies, or any person or entity involved in the development, production, distribution or other exploitation of the Program or any variation thereof; (b) any television network authorized to air the Program (“Network”), any television station owned or operated by the Network, and each of their respective parents, subsidiaries, affiliates or related entities; (c) any known major sponsor of the Program or its advertising agency; or (d) any person or entity supplying services to the Program.
- Not be a candidate for public office, and if selected for the Program, must agree not to become a candidate for public office until one (1) year after the initial broadcast of the final episode of the Program in which you appear.

All eligibility determinations shall be made solely by Producer in its sole discretion and are final and binding in all respects. Producer reserves the right to modify the eligibility requirements at any time.

CHILD BACKGROUND INFORMATION

1) What is your full name and date of birth?

2) Give us three adjectives that best describe you.

3) What are your best subjects at school?

4) Are there any recent projects you worked on that you found interesting?

5) What do you like to do after school / weekends? Any hobbies?

6) Do you have any special skills, talents, or memorization tricks?

7) What do you want to be when you grow up?

8) Tells us about any of your awards, qualifications or big achievements.

9) If you could meet anyone in the world who would it be and why?

10) Who is your hero and in brief, why?

CASTING APPEARANCE RELEASE

I understand and acknowledge that I am being considered by SMJT Inc. (“**Producer**”) to be a potential participant on a television program currently known as *Genius Jr.* (the “**Program**”), which is presently intended for initial exhibition on one or more television networks authorized to air the Program (collectively, “**Network**”). For good and valuable consideration, including but not limited to the value of my potential participation in the Program, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

1. I represent and warrant that all of the information I have provided Producer in connection with application for the Program is true and accurate, and acknowledge that any false or misleading information submitted by me in connection with the Program is grounds for my immediate elimination from consideration.

2. In connection with my application to participate in the Program, I hereby grant Producer the right to take motion and still pictures of me and record my voice, statements and any sounds I make, and to obtain other information about me, including but not limited to photographs and biographical information (collectively, the “**Footage and Materials**”). The Footage and Materials shall also include any and all material that I may create, provide or otherwise provide to Producer at any time. Any and all such Footage and Materials shall be deemed "works made for hire" specially ordered as part of a motion picture or other audio-visual work and shall be the exclusive property of Producer, and I waive the exercise of any “moral rights,” “*droit moral*,” and any analogous rights, however denominated, in any jurisdiction of the world, which I may have. To the extent I retain any interest in the Footage and Materials, I hereby grant and assign to Producer all rights of any nature in and to all such Footage and Materials.

3. Producer shall have the right to use or otherwise exploit, and to authorize others to use or otherwise exploit, the Footage and Materials, or any portion thereof, in any manner and in any media, now known or hereafter devised, throughout the world, in perpetuity. The foregoing grant of rights includes, without limitation, Producer’s right to use the Footage and Materials in and in connection with the development production, distribution and/or exploitation of the Program and/or any other production, and in the advertisements, merchandising, publicity and promotions therefore, and for any entity that may sponsor, advertise in and/or exhibit in any manner the Footage and Materials, the Program or any such other production (the “**Advertisements**”), and in the exploitation of all allied, ancillary and subsidiary rights (including, without limitation in publishing and merchandising) (“**Ancillary Materials**”) related thereto, throughout the universe at any time, in perpetuity, in any and all media now known and hereafter devised, without any compensation to me whatsoever. I further grant Producer the right to use and license others to use my name, voice, image, likeness and biographical information in and in connection with the Series or otherwise, and in connection with advertising, programming and publicity materials for the Program (including, without limitation, in commercial tie-ins) and/or for Producer or Network. I acknowledge and agree that Producer has no obligation to use any of the rights granted by me herein, and I grant the rights granted hereunder whether or not I am ultimately selected as a participant.

4. I represent and warrant that: (a) I am not currently a candidate for public office, and if selected to participate in the Program, I agree not to become a candidate for public office until one (1) year after the broadcast of the final episode of the Program in which I appear; (b) my appearance in the Program and the use of the Footage and Materials by Producer or anyone else will not violate or infringe upon any rights of any third party and will not cause me to be in breach of any agreements to which I am a party; and (c) I did not give, or agree to give, anything of value so I could be in the Program, the Advertisements or the Ancillary Materials.

5. I acknowledge that Producer may determine, in its absolute discretion, whether or not to select me to participate in the Program and that Producer has the right, to eliminate me from further consideration as a participant at any time for any reason. Producer reserves the right to modify the eligibility requirements at any

time. I acknowledge and agree that all decisions by Producer concerning the selection of participants is at Producer's sole discretion and not subject to challenge or appeal.

6. Except as limited by law, for the purposes of evaluating my application, I authorize Producer and the Network to secure information from family members, educational institutions, government agencies, my current and former employers and colleagues, if any, and any references I provide or that are developed by or for Producer or the Network, and I authorize such parties to provide information concerning me.

7. I shall not disclose to any third party at any time, directly or indirectly, any information or materials of any kind, concerning or relating to Producer, Network, their respective creative and business affairs, the Program, its participants and location(s), and/or any event contained in the Program (collectively, "**Confidential Information**").

8. **RELEASE, AGREEMENT NOT TO SUE AND INDEMNITY.** To the maximum extent permitted by law, I, for myself and on behalf of my heirs, executors, agents, successors or assigns, hereby release, hold harmless, and forever discharge Producer, Network, any station or network that exhibits the Program, and each of their respective parent, subsidiary, related and affiliated companies, and each of their respective officers, directors, agents, representatives and employees (collectively, the "Released Parties"), from any and all claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action whatsoever that in any way are caused by, arise out of or result from this Agreement, my participation in and in connection with the Program, the creation or exploitation of the Footage and Materials, the Program, the Advertisements or the Ancillary Materials and/or use of any of the rights I have granted herein, on any legal theory whatsoever, regardless of whether caused by the negligence of the Released Parties, including without limitation, any claim that the use of the Footage and Material is disparaging, defamatory, embarrassing or of an otherwise unfavorable in nature (collectively, the "Released Claims"). To the maximum extent permitted by law, I agree that I will never sue Producer, Network or any other party because I do not like the manner in which Producer and/or its licensees or assignees took or used the Footage and Materials or for any cause of action based on any of the Released Claims. I further agree to defend, indemnify and hold harmless each of the Released Parties from and against any and all claims, liabilities or expenses (including reasonable attorneys' fees) by whomever asserted arising from or relating to: (a) my breach or alleged breach of any representations and warranties herein; (b) my acts, statements and/or omissions in and in connection with my application for the Series; (c) the use of any of the rights I have granted herein; and (d) my violation of any law, rule or regulation.

9. I acknowledge that there is a possibility that I may 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 I am hereby assuming any known risks along with risk of such unknown facts and such unknown and unsuspected claims. To the maximum extent permitted by law, I waive any and all rights I may have under Section 1542 of the Civil Code of California, and any similar provision in any other jurisdiction. Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

10. **MEDIATION & ARBITRATION.** I AGREE THAT ANY AND ALL CLAIMS, DISPUTES OR CONTROVERSIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR MY APPLICATION FOR OR PARTICIPATION IN THE PROGRAM THAT ARE NOT OTHERWISE BARRED OR RELEASED PURSUANT TO THE TERMS HEREIN SHALL BE RESOLVED EXCLUSIVELY AND CONFIDENTIALLY BY BINDING ARBITRATION BEFORE A SINGLE, NEUTRAL ARBITRATOR, UNDER THE AUSPICES OF JAMS USING ITS STREAMLINED ARBITRATION RULES AND PROCEDURES, THROUGH ITS LOS ANGELES, CALIFORNIA OFFICE. I AGREE THAT MY REMEDIES FOR ANY BREACH OF THIS AGREEMENT BY PRODUCER OR OTHERS WILL BE LIMITED

TO MONETARY DAMAGES, IF ANY, AND IN NO EVENT WILL I BE ENTITLED TO RESCIND THIS AGREEMENT OR THE RIGHTS GRANTED HEREUNDER, OR TO SEEK OR OBTAIN INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

11. If I am selected by Producer to advance in the selection process, I agree to execute and deliver to Producer its long-form Participant Agreement and such other documents as Producer deems necessary or advisable regarding my proposed or actual participation.

12. This is the complete and binding agreement between Producer and me, and it supersedes all prior understandings and/or communications, both oral and written, with respect to its subject matter. This Agreement shall be governed by and construed in accordance with California law, without regard to its conflict of laws provisions. I agree that Producer may license, assign, and otherwise transfer this Agreement and all rights granted by me to Producer hereunder to any person or entity, in whole or in part. This Agreement is not assignable by me. The illegality, invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any of the remainder of this Agreement, which shall be enforced to the maximum extent permitted by law. This Agreement cannot be terminated, rescinded or amended, except by a written agreement signed by both Producer and me.

I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING HEREUNDER.

Child Signature: _____ **Date:** _____ **Phone:** _____

Print Name: _____ **Date of Birth:** _____

Address: _____ **E-Mail:** _____

CONSENT OF PARENT/GUARDIAN

If participant is under eighteen (18) years of age: I represent and warrant that I am the parent or guardian of the minor whose name appears above. I am entitled (together with the other undersigned person, if any) to the sole care, custody and control of my child/ward. I have read the foregoing Agreement and am familiar with each and all of the terms contained therein, I am satisfied that the Agreement is fair and equitable, and I hereby give my express consent to its execution by my child/ward and will not revoke my consent at any time. I hereby release the Released Parties as from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee the performance of my child's/ward's obligations and the grant of rights in and to the results and proceeds of my child's/ward's activities as set forth above.

By: _____

By: _____

Print Name: _____

Print Name: _____

Phone: _____ E-Mail: _____

Phone: _____ E-Mail: _____

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