

CANADIAN IDOL
REGIONAL AUDITIONS - 2006
COMPETITOR'S RELEASE FORM

NOTE: YOU MUST PROVIDE A FULLY SIGNED COPY OF THIS RELEASE FORM TO A REPRESENTATIVE OF THE PRODUCER AT THE AUDITION YOU ATTEND. YOU MUST BE PREPARED TO PRESENT VALID PROOF OF AGE AND PHOTO IDENTIFICATION.

PROGRAM TITLE: "Canadian Idol" including any interview, performance, auditioning process, waiting and preparation period, competition and event relating thereto (the "Program").

Name of Production Company: INSIGHT PRODUCTION COMPANY LTD. (the "Producer")

AUDITION CITY: _____

COMPETITOR:

Name: _____ **Date of Birth:** ____ / ____ / ____
(Please Print First and Last Name) YEAR MONTH DAY

Male: _____ **Female:** _____ **Age:** _____

Home Address: _____

Home City: _____

Home Province: _____

Home Phone: _____ **Cell Phone:** _____

Email: _____

In consideration for the Producer agreeing to make arrangements for the filming and recording of my contribution to the Program, I hereby consent to the filming and recording of such contribution, the nature and the content of which has been fully explained to me, subject to the terms and conditions attached hereto:

(Sign Here) _____ **Date** _____

IMPORTANT- FOR COMPETITORS UNDER THE AGE OF MAJORITY

If you are under the age of majority (18 years in Alberta, Manitoba, Ontario, Prince Edward Island, Quebec and Saskatchewan and 19 years elsewhere in Canada) in your province of residence or in the province in which you audition, **you MUST have this form signed below by your parent or legal guardian and their signature must be witnessed by someone over the age of majority BEFORE you can audition for the Program.**

PARENT/GUARDIAN CONSENTS TO THE ABOVE-NAMED PERSON PARTICIPATING IN THE PROGRAM UNDER THE TERMS AND CONDITIONS OF THIS RELEASE.

Signed By: _____ (Parent/Legal Guardian)	Signed By: _____ (Witness)
Relationship to Competitor: _____	
Name: _____ (Please Print)	Name: _____ (Please Print)
Address: _____ _____	Address: _____ _____
Telephone Number: _____	Telephone Number: _____
Date: _____	Date: _____

TERMS AND CONDITIONS

1. I represent and warrant that I am between the ages of 16 and 28 as of February 1, 2006, and am a Canadian citizen, permanent resident of Canada or Aboriginal who permanently resides within the territorial boundaries of Canada. I am legally able to work in Canada and I do not have a criminal record or pending criminal charges that may interfere with my ability to travel freely around the world.
2. I further represent that I am not an employee of, or live with an employee of, or am a parent, sibling or child of an employee of, the following entities: the Producer; Bell Globemedia Inc.; CTV Television Inc.; 19 TV Limited; 19 Recordings Ltd.; 19 Merchandising Ltd.; 19 Management Ltd.; the FremantleMedia group of companies; Sony BMG Music (Canada) Inc.; the Judges; their respective advertising and promotional agencies; any person or entity connected with the production, administration or judging of the auditions or the Program, including any potential affiliated auditions or competitions held by radio stations; and the parent companies, affiliates, subsidiaries, agents or representatives of any of the above entities.
3. I have read and agree to abide by the rules, regulations, terms and conditions (the "Rules") of the Program as revised from time to time by the Producer and accept the decision of the Producer as final and hereby acknowledge that the interests of the Program shall override those of any Competitor.
4. I have not and will not enter into any commercial or other sponsorship agreement or arrangement with any person, firm or company in respect of my appearance in the Program, save and except as directed by the Producer.
5. I hereby assign irrevocably to the Producer the entire copyright and all other rights of whatsoever nature in and to my audition and contribution to the Program, including without limitation, my performance, any comments ascribed to me (whether as part of the audition, an interview or "backstage") and any incidental inclusion of my name and/or likeness howsoever caused, such that the Producer shall be entitled to use and exploit and license others to use and exploit such contribution, in whole or in part, by all means and in all media and formats whether now known or hereafter invented throughout the Universe for the full term of copyright and thereafter insofar as is possible in perpetuity. Furthermore, I irrevocably waive any and all moral rights to the extent that they may be waived, including without limitation, the rights of integrity, attribution and association, to which I am now or may later become entitled in any part of the world, and grant any additional rights under the *Canadian Copyright Act* (and any amendment or re-enactment thereof) (the "Act") and under all similar or other laws in any part of the world that may create rights in my performance on the Program, including without limitation any and all personality and privacy rights, to enable the Producer to make fullest use of the Program without restriction.
6. Without limiting the foregoing in any way, the Producer shall be entitled to:
 - (a) alter, adapt or make additions to or deletions from the Program (and my performance thereon) at its discretion and I hereby unconditionally and irrevocably waive the benefit of any provision of law known as "moral rights" prevailing now or in the future in any part of the world, to the extent it may be waived;

- (b) make and exploit and to authorize the making and exploitation of any recording or fixation of my performance separately from or in conjunction with the Program throughout the Universe, including but not limited to performance in public and communication to the public by telecommunication or otherwise, in perpetuity in all media whether now known or hereafter invented;
 - (c) dub my voice in any language; and
 - (d) include, or choose not to include, my name, likeness, voice, biographical details, photographs of me and recordings of interviews with me separately from or in conjunction with the Program in all media and formats throughout the Universe including but not by way of limitation in advertising, publicity and exploitation material.
7. I acknowledge that no fees, royalties, residuals or other consideration will be payable to me in respect of any broadcast, subsequent rebroadcast or retransmission or any other use by the Producer (or any assignees or licensees) of the Program or any part thereof in any manner or media now known or hereafter invented.
 8. The Producer shall not be liable to me or my legal representative for any loss or damage or injury to me or my property caused by or suffered during or in connection with my taking part in the Program, including without limitation, as a result of personal injury, invasion of privacy, libel, defamation or infringement of copyright, unless caused by the negligence of the Producer and recoverable on that ground following judgement of a competent court of final judgement.
 9. I agree not to disclose to any third party (other than my professional advisors) any information relating to the Program or the affairs of the Producer (or any assigned company) that may come to my knowledge during or in connection with my participation in the Program.
 10. The Producer may assign my services and all other rights in my contribution to and participation in the Program to any of its subsidiary or associated companies or successors in title and to any other third party.
 11. The Courts of Ontario shall have sole jurisdiction in relation to the terms and conditions of the agreement contained in this release which shall be interpreted according to the laws of Ontario and the laws of Canada applicable therein, without regards to conflict of laws.