



## Stonehenge XI Video Release/Upload Agreement

Audition No. \_\_\_\_\_  
Audition Time \_\_\_\_\_ **OFFICE USE ONLY**

We are pleased to provide the option of Internet access to your audition. In order for Team Jabberwocky, LLC, to upload and use your audition via the Internet, you must first closely review and consider this agreement and, if acceptable, where indicated sign and initial this agreement and provide accurate contact information. This agreement is not effective without Team Jabberwocky, LLC's full counter-execution.

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. I (hereafter "**Talent**"), the undersigned, hereby unconditionally and irrevocably grant to Team Jabberwocky, LLC, its officers, owners, employees, successors, licensees, assigns, and authorized agents (individually and collectively, "**Team Jabberwocky**"), the right to photograph, record, and copy, by any means now known or hereafter devised, Talent's audition of June 6, 2010, given in connection with Stonehenge XI including without limitation Talent's name, age, image, performance, voice, activities, and comments (the "**Audition Content**"), to upload the Audition Content, in whole or in part, to Team Jabberwocky's designated location on YouTube's Internet site and to similar Internet sites (individually and collectively, "**Team Jabberwocky's Channels**"), to distribute and perform the Audition Content, in whole and in part, and copies thereof worldwide via Team Jabberwocky's Channels, and to direct worldwide Internet traffic and other users to Team Jabberwocky's Channels for both non-commercial and commercial purposes.
2. Talent further grants to Team Jabberwocky the right to use Talent's name in and in association with the Audition Content, to advertise and promote the Audition Content worldwide using any and all means now known or hereafter created, and to use all or any part of the Audition Content in and as part of any such advertisements and promotions (individually and collectively, "**Ancillary Uses**").
3. Talent unconditionally releases Team Jabberwocky and its representatives and covenants not to sue Team Jabberwocky and its representatives for any claim or cause of action, whether now known or unknown, for any use of the Audition Content and Ancillary Uses as contemplated by this agreement including, without limitation, for libel, slander, invasion of the right of privacy, publicity or personality, or any other claim or cause of action, based upon or relating to the exercise of any of the rights granted hereunder. Talent hereby agrees to and does hereby indemnify and hold harmless Team Jabberwocky and its representatives from and against any claim, action, proceeding, and/or demand brought, maintained, prosecuted, made, or authorized by or through Talent and from and against any and all loss, cost, liability, judgment, damage and/or expense incurred by Team Jabberwocky and its representatives in connection therewith, including, without limitation, reasonable attorneys fees.
4. Talent acknowledges that Talent has been informed that the Audition Content and uses hereunder are not subject to agreements with any union or labor organization involved in the performing arts including, but not limited to AFTRA, SAG, and WGA.
5. Nothing herein shall constitute any obligation on the part of Team Jabberwocky to actually use the Audition Content and Ancillary Uses or any element thereof in any way. Talent further understands that this service is provided "as is" without warranty of any kind, either express or implied.
6. Talent understands that Talent may provide written notice to Team Jabberwocky at any time to remove Talent's Audition Content from Team Jabberwocky's Channels and that the scope of any such removal obligation is strictly limited to Team Jabberwocky's Channels that are under Team Jabberwocky direct and absolute control.
7. Team Jabberwocky has no obligation to police or otherwise monitor or restrict duplication or distribution of the Audition Content or Ancillary Uses onto other channels or websites. Talent

acknowledges and agrees, however, that Team Jabberwocky does retain the right, but not the obligation, to monitor Team Jabberwocky's Channels and may disclose any information as necessary or appropriate to satisfy any law, regulation, or other governmental request, to operate its services properly, or to protect it or its users. Team Jabberwocky reserves the right to refuse to post or to remove any Audition Content, in whole or in part, that, in its sole discretion, is unacceptable, undesirable, inappropriate, or in violation of this agreement.

- 8. Team Jabberwocky may assign or transfer this agreement and all or any part of its rights under this agreement to any person(s), firm(s) or corporation(s) without limitation. This agreement shall inure to the benefit of Team Jabberwocky's successors and assigns forever and shall be binding upon Talent and Talent's successors and assigns forever.
- 9. In no event shall Talent be entitled to terminate this agreement or any of the rights granted hereunder, or to interfere with, restrain, enjoin or otherwise impair the production, exhibition, distribution, other exploitation, or any other use of the Audition Content or the Ancillary Uses or any rights in connection therewith, or the use of any copies, photography, photographs, recordings, or other materials produced hereunder, and Talent's sole remedy in any and all cases, including, without limitation, a breach of this agreement, shall be an action at law for damages, if any. This agreement shall be governed by and construed under the laws of Virginia without reference or use of any jurisdiction's conflict of laws provisions, and the parties hereby submit to the jurisdiction of the courts of said State.
- 10. For the purpose of ownership pursuant to Section 201 of the U.S. Copyright Act, the Audition Content and Ancillary Uses and all elements thereof and relating thereto shall be considered works made for hire for Team Jabberwocky and are the sole and exclusive property of Team Jabberwocky for all copyright terms, renewal terms, and revivals thereof throughout the universe, for all uses and purposes whatsoever. In the event the Audition Content and Ancillary Uses are found not to be works made for hire, then Talent hereby irrevocably assigns and transfers to Team Jabberwocky all of Talent's interest in the Audition Content and Ancillary Uses throughout the universe including, without limitation, the copyrights therein, for good and valuable consideration, receipt of which is acknowledged.

I, the undersigned, do hereby certify that I am at least eighteen (18) years of age and that I have read, understand, and agree to the terms and conditions set forth in the above agreement.

\_\_\_\_\_  
Name [Print]

\_\_\_\_\_  
Signature

Address:  
\_\_\_\_\_

Tel: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:  
OFFICE USE ONLY**

\_\_\_\_\_  
For: Team Jabberwocky, LLC  
By: Authorized Signatory