

**APPEARANCE RELEASE FORM, ARBITRATION PROVISION AND VOLUNTARY PARTICIPATION AGREEMENT**

**THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS AND RESPONSIBILITIES**  
**PLEASE READ IT CAREFULLY BEFORE SIGNING**

1. I understand that **Blackjack Entertainment, LLC.** ("Producer") is producing the television program currently entitled "**Ultimate BlackJack Tour**" (the "Program"), and that I have agreed to participate in the production of the Program by engaging in the following activity or activities: **Participate as an audience member (on-camera/off-camera) for the Program** ("Activity"). In connection with my participation in the Activity, including, without limitation, any related participation to the Activity, I hereby grant to Producer the right to take motion and still pictures of me and record my voice and any sounds made by me, and to obtain other information about me, including but not limited to my name, likeness, photograph, voice, dialogue, sounds, biographical information, personal characteristics and/or other personal identification (collectively, the "Footage and Materials"), and 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 and promotions for any such production and for any entity that may exhibit in any manner any such production (the "Advertisements"), throughout the universe at any time, in perpetuity, in any and all media, now known and hereafter devised, without any financial compensation to me whatsoever. The rights granted herein shall also include the right to edit, delete, dub and/or fictionalize the Footage and Materials, the Program, and the Advertisements as Producer sees fit in Producer's sole discretion.

2. Producer has no obligation to me whatsoever. Without in any way limiting the foregoing, I acknowledge and agree that Producer is under no obligation to select me to participate in the Activity or to include the Activity or the Footage and Materials in the Program.

3. I will follow all rules made and directions given by Producer in connection with the Activity.

4. I represent and warrant the following: (a) I am in good health and have no medical, physical, or emotional condition that might interfere with my engaging in the Activity or that might impair my physical or mental ability to engage in the Activity or that might impair my judgment while engaging in the Activity; (b) I am not currently, and during six months from today do not intend to be, a candidate for any public office; and (c) I am not a professional actor and am not a member of SAG, AFTRA, AGVA, Equity or any other guild or union associated with the performing arts, unless listed here: **(List union membership if any; and if none then please write "None")** \_\_\_\_\_

\_\_\_\_\_ . I affirm that I am not an announced candidate for any public office. I am aware I should not engage in any of the following conduct: (a) supplying a contestant/card player with secret and special assistance which will affect the outcome of a competition; (b) inducing a contestant/card player not to utilize his knowledge or skill in the context of a competition; or (c) engaging in any conduct whatsoever for the purpose of affecting the outcome of a competition. In addition, I affirm that to the best of my knowledge I do not have a personal relationship with any contestant/card player or any member of his/her family, except with the following people AS FOLLOWS:

\_\_\_\_\_

\_\_\_\_\_

5. I understand that it may be a federal offense, unless disclosed to Producer prior to the exhibition of the Program, if any, to do any of the following: (a) give or agree to give any member of the production staff and anyone associated in any manner with the Program or any representative of Producer any portion of my compensation or anything else of value to arrange my appearance in the Program or the Advertisements, or (b) accept or agree to accept anything of value to promote any product, service or venture on the air or to use any prepared material containing such a promotion. I represent and warrant that I gave nothing of value nor did I agree to give anything of value to anyone so I could be in the Program or the Advertisements. I know that Producer does not permit it and that it may be a federal offense not to tell Producer if I had. I shall notify Producer, if any person attempts or has attempted to induce me to do anything in violation of the foregoing or which is in any way dishonest.

6. I understand that I may not be paid for participating in the Activity, for appearing in the Program, in the Advertisements, and in the Footage and Materials, for giving Producer the rights listed in this Agreement, or for Producer's exercise of any and all of the rights listed in this Agreement. I hereby waive any and all rights I may have to any compensation whatsoever. I acknowledge and agree that the consideration I am receiving under this Agreement is the opportunity to participate in the Activity and the potential publicity I will receive if Producer includes the Footage and Materials in the Program and/or in the Advertisements. I know Producer will incur significant costs and expenses in reliance upon this Agreement, so I will not attempt to cancel it or to revoke any of the rights granted to Producer herein. I acknowledge that I am a volunteer and that I shall not be deemed to be an employee of Producer, nor shall I be entitled to the benefits provided by Producer to its employees. I agree not to

make any commercial or any other use of the fact that I appeared in the Program or that Producer used the Footage and Materials in the Program.

7. (a) I shall keep in strictest confidence and shall not disclose to any other participant or other third party at any time (i.e., prior to, during, or after the taping or broadcast of the Program) any information or materials of any kind, including without limitation, any information or materials concerning or relating to Producer or the business of Producer or any program produced by Producer including, without limitation, any information concerning or relating to the Program, the Program participants, the location(s) of the Program, the events contained in the Program or the outcome of any event in the Program, that I read, hear or otherwise acquire or learn in connection with or as a result of my participation on the Program (collectively, the "Confidential Information"), I acknowledge and agree that the Confidential Information is confidential and the exclusive property of Producer. At no time will I ever, directly or indirectly, divulge in any manner, or use or permit others to use, any of the Confidential Information.

(b) I acknowledge that any breach by me of any of the confidentiality provisions of this Agreement would cause Producer irreparable 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 (without posting any bond) to prevent and/or cure any breach or threatened breach of the confidentiality provisions of this Agreement by me. I also recognize that proof of damages suffered by Producer in the event that I breach any of these confidentiality provisions will be costly, difficult, or inconvenient to ascertain. Accordingly, I agree to pay Producer the sum of Fifty Thousand Dollars (\$50,000) per breach plus disgorgement of any income that I may receive in connection with my breach as liquidated damages in the event that I breach any of the confidentiality provisions of this Agreement. I agree that Fifty Thousand Dollars (\$50,000) plus disgorgement of any income that I may receive in connection with my breach is a reasonable estimate of the amount of damages that Producer are each likely to suffer in the event that I breach any of these confidentiality provisions, considering all of the circumstances existing as of the date of this Agreement. Furthermore, I will defend, indemnify and hold harmless Producer, their parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees, from and against any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' fees) that in any way arise out of or result from my breach of any of the confidentiality provisions of this Agreement.

8. To the maximum extent permitted by law, I agree that I will never sue Producer or anyone because Producer did not take or use the Footage and Materials or because I do not like the manner in which Producer and/or its licensees or assignees took or used the Footage and Materials or used the Footage and Materials in the Program or in any other program. In addition, I understand that my participation in the Activity, and any travel by me in connection with the Activity, is at my own risk. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, EXECUTORS, AGENTS, SUCCESSORS OR ASSIGNS, HEREBY RELEASE, HOLD HARMLESS, PROMISE NOT TO SUE AND FOREVER DISCHARGE PRODUCER, ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AS WELL AS STATIONS AND PLATFORMS ON WHICH THE PROGRAM IS BROADCAST OR OTHERWISE EXHIBITED OR DISTRIBUTED AND THE SPONSORS THEREOF, AND EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES (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 APPEARANCE AND/OR PARTICIPATION IN THE ACTIVITY, THE FOOTAGE AND MATERIALS, THE PROGRAM OR IN THE ADVERTISEMENTS, THE CREATION OF THE FOOTAGE AND MATERIALS, MY PRESENCE AT OR TRAVEL TO ANY LOCATION IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY, OR THE BROADCAST OR OTHER EXHIBITION OF THE PROGRAM, THE FOOTAGE AND MATERIALS, OR THE ADVERTISEMENTS, ON ANY LEGAL THEORY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, RIGHTS OF PRIVACY AND PUBLICITY, DEFAMATION, OR FALSE LIGHT), REGARDLESS OF WHETHER CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES OR ANYONE ELSE CONNECTED WITH THE PROGRAM OR THE FOOTAGE AND MATERIALS. I WILL DEFEND, INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL SUCH CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS, EXPENSES, INJURIES OR CAUSES OF ACTION, AS WELL AS ALL CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS, EXPENSES, INJURIES OR CAUSES OF ACTION THAT IN ANY WAY ARE CAUSED BY, ARISE OUT OF OR RESULT FROM ANY BREACH OR ALLEGED BREACH BY ME OF ANY OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS MADE BY ME IN THIS AGREEMENT.

9. 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 EVERY LIKE PROVISION IN ANY FOREIGN 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 FAVOR AT THE TIME OF EXECUTING THE RELEASE,

WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

10. **MEDIATION & ARBITRATION.** THE PARTIES AGREE THAT IF ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE BREACH OF ANY TERM HEREOF, OR MY PARTICIPATION IN CONNECTION WITH THE PROGRAM CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS, THEY SHALL ENDEAVOR FIRST TO SETTLE THE CONTROVERSY OR CLAIM BY MEDIATION CONDUCTED IN THE COUNTY OF LOS ANGELES AND ADMINISTERED BY JAMS UNDER ITS APPLICABLE RULES. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION CONDUCTED IN THE COUNTY OF LOS ANGELES, AND ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (THE "JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE AN ARBITRATOR EXPERIENCED IN THE ENTERTAINMENT INDUSTRY AND LICENSED TO PRACTICE LAW IN CALIFORNIA. NOTWITHSTANDING THE ABOVE REQUIREMENTS, IF ANY PARTY FILES SUIT IN COURT, OR FILES AN ARBITRATION BEFORE FIRST SEEKING TO MEDIATE, IN DIRECT VIOLATION OF THIS PARAGRAPH, THE OTHER PARTY NEED NOT REQUEST MEDIATION TO ENFORCE THEIR RIGHT TO COMPEL ARBITRATION. ANY MEDIATION OR ARBITRATION PROCEEDINGS, TESTIMONY, OR DISCOVERY, ALONG WITH ANY DOCUMENTS FILED OR OTHERWISE SUBMITTED IN THE COURSE OF ANY SUCH PROCEEDINGS (AND INCLUDING THE FACT THAT THE MEDIATION OR ARBITRATION IS EVEN BEING CONDUCTED), SHALL BE CONFIDENTIAL AND SHALL NOT BE DISCLOSED TO ANY THIRD PARTY EXCEPT TO THE EXTENT REQUIRED IN ANY JUDICIAL PROCEEDING BROUGHT TO ENFORCE THIS ARBITRATION PROVISION OR ANY JUDGMENT RENDERED HEREUNDER. IF ANY PORTION OF THE DISPUTE RESOLUTION MECHANISM SET FORTH HEREIN IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THAT PORTION SHALL BE SEVERED FROM THE REST AND SHALL NOT AFFECT THE PARTIES' AGREEMENT TO RESOLVE ALL CONTROVERSIES AND CLAIMS THROUGH MEDIATION AND ARBITRATION.

11. **LIMITATION OF REMEDIES.** THE PARTIES AGREE THAT ANY REMEDIES FOR ANY BREACH OF THIS AGREEMENT OR ANY OTHER CLAIMS CONCERNING OR RELATING TO THE PROGRAM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF EXCEPT (I) TO THE EXTENT THAT APPLICABLE LAW PROVIDES FOR SPECIFIED UN-WAIVABLE REMEDIES, THE ARBITRATOR MAY AWARD SUCH REMEDIES IN ACCORDANCE WITH THE LAW; AND (II) AS OTHERWISE PROVIDED HEREIN. NOTWITHSTANDING THE FOREGOING OR THE MEDIATION AND ARBITRATION PROVISIONS OF PARAGRAPH 10, ABOVE, 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, AN ACTUAL OR ANTICIPATED BREACH OF MY PUBLICITY OR CONFIDENTIALITY OBLIGATIONS PURSUANT TO THIS AGREEMENT, OR ANY INFRINGEMENT BY ME OF PRODUCER'S OR THE NETWORK'S INTELLECTUAL PROPERTY RIGHTS, WOULD CAUSE PRODUCER AND THE NETWORK IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, I AGREE THAT PRODUCER AND THE NETWORK SHALL BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT.

12. **CHOICE OF LAW/JURISDICTION.** This Agreement shall be interpreted under the internal, substantive laws of the State of California without regard to the conflicts of law provisions thereof. To the extent that the arbitration provisions of this Agreement are not enforced or court proceedings are otherwise required, commenced or maintained, the parties submit to the *in personam* jurisdiction of the Los Angeles County Superior Courts and the United States District Court for the Central District of California, and waive any objections that they may have as to jurisdiction or venue in any such courts.

13. As used herein, "Producer" shall include Producer, its licensees, successors and assigns, and each of their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, licensees and assigns. I agree that Producer may license, assign, and otherwise transfer this Agreement and all rights granted by me to Producer under this Agreement to any person or entity.

14. 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. 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 FULLY UNDERSTAND ALL OF MY RIGHTS, OBLIGATIONS, PROMISES AND AGREEMENTS.  
IN PARTICULAR, 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 IN CONNECTION WITH THIS AGREEMENT.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone : \_\_\_\_\_

Print Name: \_\_\_\_\_ Address: \_\_\_\_\_

If audience participant is under eighteen 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 acknowledge that 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 defined in Paragraph 8 above 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.

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_