

Contestant Initials: _____



“RADIO ONE RALEIGH WEN” Contestant Application

Please read the Eligibility Requirements before completing this application.
You must provide your own music and/or props. Only CDs are accepted.

Contact Information:

Name (contact for group act): _____ Date of Birth: _____

Address: _____

Home Phone: (____) _____ Secondary Phone: (____) _____

Emergency Phone: (____) _____

Fax: _____ Email: _____

Number of Participants: _____

Names of Additional Participants: _____

Performance Information:

Performance Category (Choose one):

____ Vocal – solo

____ Vocal – group

____ Instrument

____ Dance

____ Dramatic/Comedic Interpretation

____ Other: _____

Performance Name: _____

By signing below, I acknowledge that I have read and accepted the Official Rules and Eligibility Requirements of the Radio One Raleigh Women's Empowerment 2014 Local Talent Auditions (including having executed the Release and Waiver).

Contestant Signature: _____ Date: _____

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Name (Please Print): _____

Release and Waiver

Please read, fill out, sign and date the following:

I have listed below, to the best of my knowledge, (I) anyone I know or have known (including myself) who has now, or has been in the past two years, an officer, employee, agent or representative of Radio One Inc. and/or any of their respective licensees, assignees, or parents, or affiliated or subsidiary companies, and (ii) the titles, jobs, and/or functions such persons have held or occupied:

I hereby acknowledge that: (i) I understand, satisfy, and agree to be bound by, the eligibility requirements for **Women's Empowerment 2014 Local Talent Auditions** (the "Program"); (ii) I have answered and will answer all questions posed to me honestly and accurately; (iii) If any of the information that I have provided or will provide is found to be false or incomplete, it may be ground for dismissal from the Program selection process, and/or my being dismissed as a Program participant, if previously selected as a participant; (iv) Even if I meet the eligibility requirements, Radio One Inc. dba Radio One Raleigh., and/or any of their respective licensees, assignees, or parents, or affiliated or subsidiary companies (collectively the "Producers") have no obligation to conduct any initial and/or follow-up interview with me, and/or select me as a participant; (v) Even if I am selected as a participant, the Producers have no obligation to produce the Program and Radio One Inc. dba Radio One Raleigh has no obligation to broadcast it, even if it is produced, (vi) In the event that the show is cancelled, or not broadcast for any reason, the Producers have no obligation to award any prize money, (vii) All decisions concerning selection of the participants, the elimination of participants on the Program and winners in the Program are at the sole discretion of the Producers and are final and not subject to challenge or appeal; and (viii) the Producers shall own and shall have no obligation to return or maintain any materials submitted as part of my application whether or not I am or am not selected as a participant.

By submitting this application, I hereby consent, with or without my knowledge, to the perpetual and irrevocable right of recording, use and reuse by the Producers, and/or any of their respective licensees, assigns, parents, subsidiaries or affiliated entities and each of the respective employees, agents, officers and directors (collectively "Releases") of my voice (including, without limitation, my speaking and singing voices), actions, conversation, sounds, likeness, name (whether real or fictional), history, appearance and biographical material (collectively, "Likeness") in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program and the promotion, production, distribution and exploitation (in any form or media) thereof. I hereby agree that the Producers shall have the right to film, tape, and/or photogram, record, exhibit, edit and otherwise use my Likeness as set forth above and otherwise, and I shall not be entitled to any compensation whatsoever for any such use set forth herein. I further agree that Releases may use all or any part of my Likeness and may alter or modify it regardless of whether or not I am recognizable.

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I further agree that Releases are the exclusive owner of any and all application materials (e.g., videos, photos, etc.) that I may provide in connection with my application for or participation in the Program and any film, tape and/or recording and my appearance therefrom, including the results and any proceeds thereof, of any kind that Producers will make of me in connection with the Program and my application, as well as any and all such other materials provided (collectively the "Materials") and all rights therein and thereto including, without limitation, the right to use the Materials and my Likeness in any and all media now known or hereafter devised worldwide, including but not limited to, motion pictures, publishing, television (as more readily described below), in perpetuity, in any manner or form. Without limiting the foregoing in any way, I further agree that Releases may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for the Program or any exploitation of the Program of any kind.

I hereby grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I release and hold harmless Releases from any and all liability, claims, damages, costs and expenses arising out of Releases' use of my Likeness and/or the Materials. I agree not to make any claim or bring any cause of action against Releases as a result of the recording or any other use of my Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and any claims based on defamation or libel or false light), and any such other claim or cause of action which may arise in connection with the Program. Without limiting the foregoing in any way, to the degree that the Materials include any musical or literary compositions in which I (partially or wholly) own, or to which I purport to (partially or wholly) own, the copyright or right of grant of use, I hereby grant to the Producers, an irrevocable, unlimited, perpetual, worldwide, royalty and payment-free license to use and reproduce such Materials in the Program or any exploitation of the Materials or my Likeness in the Program of any kind, in any and all media now known or which may exist in the future. I understand that the Producers make no representation that such Materials will or will not be used in any Program.

I acknowledge and agree that the rights granted herein shall include the unfettered right of the Producers to use any and all film, video, photographs, recording, appearance or other footage of my Likeness and all Materials for the purposes of broadcast in any medium throughout the universe, which shall include but not be limited to, broadcast via free television, basic cable, pay cable, pay-per-view, video-on-demand, near video-on-demand, subscription video-on-demand, superstation, electronic delivery via the internet, video grams, dvds or any such other medium determined by the Producers in their sole discretion (the "TV Program"). In connection with the above, I hereby grant to the Producers, the perpetual and irrevocable right to use my Likeness and the Materials, in connection with the production, distribution and exploitation of the TV Program, and of any elements of the TV Program and any remakes or sequels based on the TV Program. Such grant includes use in advertising in connection with the foregoing, and use in any and all media, whether now existing or hereafter devised, throughout the universe. It also includes the right to make such changes, fictionalizations and creative choices as the Producers may decide in their sole discretion. I

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hereby acknowledge and agree that the term "Program" and all rights granted in connection therewith shall apply to and include all and any such TV Program.

This agreement shall be deemed to be entered into in Raleigh, North Carolina and shall be governed by and interpreted in accordance with the laws of the State of North Carolina applicable to agreements executed and fully carried out within North Carolina. Any action, proceeding or litigation concerning this agreement or my appearance or participation in the Program (which shall include the TV Program) may only be brought in North Carolina, and I hereby agree that the courts of Wake County, North Carolina shall have exclusive jurisdiction over me and the subject matter of any such proceeding. Except as otherwise set forth herein, I agree that any and all disputes or controversies arising under or relating to this agreement or any of its terms, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this agreement, or any provision thereof, and any and all disputes or controversies arising under or relating to my possible appearance or participation in the Program (which shall include the TV Program), shall be resolved by binding arbitration in accordance with the following procedure: either (i) the Producers and I shall mutually select an arbitrator, who shall be a retired judge of a state or federal court or (ii) if we cannot agree on such arbitrator, one shall be appointed by the American Arbitration Association, which shall be agreeable to Releases, who shall also be a retired judge of a state or federal court. All arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, through its Raleigh, North Carolina office. I agree that the arbitrator's ruling, or arbitrators' ruling, as applicable, in the arbitration shall be final and binding and not subject to appeal or challenge. I further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties; provided that such arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties each first agree in writing that such information and documents will be treated by them as confidential, consistent with this provision. Notwithstanding the provisions of this paragraph, I agree that Producers shall have a right to injunctive or other equitable relief as provided for by federal, state, local or such other applicable laws.

I acknowledge the receipt of good and valuable consideration for the release and other grants and agreements made herein, and understand that the Releases are relying on them in proceeding with the production, distribution and exploitation of the Program (including any TV Program) and elements thereof as authorized above. I further represent and warrant that the use of the rights granted hereunder, my Likeness and of any Material supplied by me will not violate the rights of any third party.

I understand that in the course of my participation, information may be revealed about me that is of a personal, private, or embarrassing nature, which information may be fictional for factual. I further understand that my appearance, depiction or portrayal in a Program (including the TV Program) may be embarrassing, disparaging, defamatory or otherwise unfavorable which and may result in public ridicule or humiliation. I acknowledge and agree that the Producers shall have the right to include any such information, appearances, depictions and portrayals in the Program (including the TV Program), in its sole discretion in

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any manner whatsoever in connection with the uses of the Program (including the TV Program) granted herein.

I agree that if I perform any original music for the Program written or controlled by me, I hereby grant to the Producer, the rights (including but not limited to, any synchronization, master use, video gram, etc.) necessary to record, synchronize, perform or otherwise use the music on the Program (including the TV Program), which shall include the right to exploit the Program (including the TV Program), and all ancillary rights thereto, including music rights, in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity.

Without limiting the foregoing, any provision of this agreement that is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this agreement invalid, illegal or unenforceable in any other jurisdiction. This agreement expresses the entire understanding between me and the Producers and replaces any and all former and contemporaneous agreements, understandings or representations between me and the Producers. Any laws that require or suggest that the interpretation of a document or agreement, or the resolution of any ambiguities contained therein, should be resolved against the drafter of the document or agreement, are hereby waived. No modification, alteration or amendment of this agreement will be construed as a waiver by the Producers of any other term or condition; nor will any waiver by the Producers of any default under this agreement be construed as a waiver by the Producers of any other default. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise hereof or the exercise of any right, power or privilege hereunder. The Producers may freely assign, in whole or in part, any of their rights or obligations under this agreement. I may not assign my rights and obligations under this agreement.

I have signed this release on the _____ day of _____, 2014

Signature: _____

Name (Please Print): _____

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“Radio One Raleigh WEN 2014” Eligibility Requirements

We will be holding auditions at the Star Bar, located at 1731 Trawick Rd, Raleigh, NC 27604, on Saturday, March 8, 2014 before the Women’s Empowerment Show on Saturday, March 15, 2014. Registration begins at 9:30am and the Audition begins at 10:00am. We will select ten winners from the local audition to perform on the Outside Sound Stage at the Women’s Empowerment Expo 2014 on Saturday, March 15, 2014. There is a \$10 per person registration fee, which must be paid at the time of registration.

Eligibility Requirements:

Please note: the following eligibility requirements and terms must be met in order to proceed with the application process for Women’s Empowerment Expo 2014.

1. You must be accompanied by an adult if you are under the age of 12 at the time of your audition.
2. All participants must be present to win or be selected.
3. You are required to perform one routine/song/poem/dance/etc. The judges have the right to stop your performance at 60 seconds or at their sole discretion. You must provide any props, music, instruments or any other items you will need during your performance.
4. As a condition to participation you must need to fill out and have all the appropriate signatures on the Official Radio One Inc. dba Radio One Raleigh Women’s Empowerment 2014 Release and Waiver Form and Women’s Empowerment 2014 Contestant Application. Things will move a lot faster at registration if you already have your forms filled out and ready to go. If you fail to submit the application you will be disqualified.
5. Ten acts will be chosen at this competition by a panel of judges based on score and at the judges’ sole discretion. If you have a current contract with an agent, even if it is not related to music, you are not eligible to participate.
7. Participants who have competed previously in any Women’s Empowerment Local Talent event are not eligible to compete again.
8. Radio One Inc. dba Radio One Raleigh reserves the right to add, cancel and/or substitute other cities as audition locations.
9. If you are chosen to be a participant, it is your responsibility to make any necessary arrangements with your employer and family in anticipation of your extended absence from home or work. If you should win you will be provided with more details.

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10. You must be a United States citizen and live in the United States.

11. You must not now be a candidate for public office, and if selected as a participant, you must agree not to become a candidate for public office until after the initial broadcast of all programs in which you appear.

12. By applying for participation in the show, you authorize the Producers to conduct civil, criminal, financial, driver-history and any other type of background checks deemed necessary by the Producers.

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Official Rules

1. **HOW TO PARTICIPATE:** We will be holding auditions at the Star Bar, located at 1731 Trawick Rd, Raleigh, NC 27604, on Saturday, March 8, 2014 before the Women's Empowerment Show on Saturday, March 15, 2014. Registration begins at 9:30am and the Audition begins at 10:00am. We will select ten winners from the local audition to perform on the Outside Sound Stage at the Women's Empowerment Expo 2014 on Saturday, March 15, 2014. There is a \$10 per person registration fee, which must be paid at the time of registration.
2. **SELECTION OF WINNER:** Ten winners will be selected to perform on the Outside Sound Stage at the Women's Empowerment Expo 2014.
3. **PRIZE:** A one song performance on the Outside Sound Stage at Women's Empowerment 2014. There is no monetary or material prize for performing at Radio One Inc. dba. Radio One Raleigh Women's Empowerment 2014.
4. **ELIGIBILITY:** Except as set forth below, the contest is open to anyone regardless of age. Employees or staff of Radio One Inc. dba and its respective parent companies, affiliates, subsidiaries, franchises, licenses, advertising agencies, fulfillment companies and immediate families or members of the same household of each are not eligible to win. **ALL CONTESTANTS MUST SIGN THE RELEASE AND WAIVER; OTHERWISE THEY ARE AUTOMATICALLY DEEMED INELIGIBLE. CONTESTANTS MUST FOLLOW AND ADHERE TO ALL OFFICIAL RADIO ONE INC. dba. RADIO ONE RALEIGH WOMEN'S EMPOWERMENT RULES AND REGULATIONS AND MAY BE DEEMED INELIGIBLE BY THE PRODUCERS AT ANYTIME IN ITS SOLE DISCRETION.**
5. **CONDITIONS:** By entering, entrants consent to the use of the entrant's voice, name and likeness in connection with advertising and promotion in connection with the contest offered by Radio One Inc. dba Radio One Raleigh and in any other media as provided for in the Release and Waiver (except only to the extent limited by applicable law). Entrants understand that no compensation will be given for such use (unless required by applicable law in which case, any required compensation shall be the minimum required by such law).
6. **PERFORMANCE:** The participant must perform the same song at Women's Empowerment 2014 that they performed at the time of audition at the Star Bar, located at 1731 Trawick Rd, Raleigh, NC 27604, on Saturday, March 8, 2014.

PERSONAL APPEARANCE RELEASE

Women's Empowerment 2014 Local Talent Auditions
Saturday, March 8, 2014
Raleigh, North Carolina

For good and valuable consideration, receipt of which is hereby acknowledged, I authorize Radio One, Inc. ("Radio One") its parent, affiliates, subsidiaries, licensees, successors and assigns to make use of my appearance for the above referenced program or event ("Program").

I agree that you may tape and photograph me, and record my voice, conversation and sounds, during and in connection with my appearance and that you shall be the exclusive owner of the results and proceeds of such taping, photography and recording with the right, throughout the universe, to copyright, to use and to license others to use, in any manner in any and all media, (including but not limited to television, video on demand, Internet, and home video) now known or hereafter discovered, throughout the universe in perpetuity, all or any portion thereof or of a reproduction thereof whether in connection with the Program or otherwise.

I further agree that you may use and license others to use my name, voice, likeness and any biographical material concerning me which I may provide or approve, in any and all media known or hereafter discovered throughout the universe in perpetuity, in and in connection with: (a) the Program, (b) the exploitation of any and all rights in or to the Program, (c) Radio One's business and services and the business and services of any Radio One affiliate, and (d) the promotion and advertising of any of the foregoing.

I hereby waive any right of inspection or approval of my appearance or the uses to which such appearance may be put. I acknowledge that you will rely on this permission potentially, at substantial cost to you and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

I acknowledge that Radio One is not a signatory to any union, guild, or collective bargaining agreement and that no payments by Radio One are due or will be due to myself or to any third party, including unions or guilds, resulting from my performance in connection with the Program.

To the extent that I control all or a portion of the master recording rights or the synchronization rights, I will secure licenses for Radio One's usage of my performance in the Program in the manner described above at no additional cost. To the extent that I do not control such rights, I will assist Radio One in securing such licenses.

I hereby release, discharge and agree to hold harmless Radio One from any liability, loss, damage, (including consequential), costs, loss of services, claims, including, without limitation, any claim alleging libel, defamation, invasion of any right of privacy or publicity, personal injury, wrongful death, property damage or expenses (including without limitation, attorneys' fees and costs) arising from or related to the contents, production, broadcast or use of my performance, or use of any portrait, picture, recording (audio or visual) of me, or of any scene or sequence in which my likeness appears. I specifically agree to indemnify and hold Radio One harmless from any liability arising or resulting from my actual and or alleged statements and/or actions made in connection with my performance on the Program.

I represent and warrant that I am at least 18 years of age as of the date that this appearance release was executed. I further acknowledge that I have read and understand this Personal Appearance Release Agreement prior to signing it and agree to the terms herein.

AGREED AND ACCEPTED:

(Please Print) Name:	
Signature	
Date	
Address:	
City/State/Zip:	
Phone #:	
Alternate Phone #:	

Release by Parent/Guardian of Minor Child

I am the parent or legal guardian of the minor above named, and has legal authority to execute this release on his/her behalf. I have read and fully understood the contents of this release, and consent to the use of said photographs/videos based on the contents of this release.

Parent/Legal Guardian Name: _____

Parent/Legal Guardian Signature: _____ Date: _____

Witness' Name (print): _____

Witness' Signature: _____ Date: _____