

CBS Daytime Casting Call

AGREEMENT AND RELEASE

My Local CBS Station:

c/o CBS Entertainment, a division of CBS Broadcasting Inc.
4024 Radford Ave.
Studio City, CA 91604

Ladies/Gentlemen:

CBS Entertainment, a Division of CBS Broadcasting Inc. ("CBS"), the CBS television station through which I am participating and which I have listed above ("Station"), Sony Corporation, Bell Phillip Television Productions, Inc., and/or their affiliated and subsidiary companies (collectively the "Producers"), have requested permission to interview, photograph, videotape and/or film me and/or to use photographs, videotapes or any other reproduction of my likeness in connection with the CBS Daytime Open Casting Call for a possible one-time walk-on appearance on either "The Young and the Restless" or "Bold and The Beautiful" television series (individually or collectively, the "Program").

In consideration for the opportunity to participate in the CBS Daytime Open Casting Call and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to the following:

1. I _____(name) hereby irrevocably grant to CBS, the Station, the Producers and each of their successors, licensees, affiliates, related entities and assigns (hereinafter collectively the "Grantees"):

(a) The right to interview, photograph, videotape and/or film me in connection with the CBS Daytime Open Casting Call and/or the Program;

(b) The right to use such interview, recordings of me, my name, voice and likeness, as well as my picture, silhouette and/or any other reproductions of my likeness and voice and any or all scenes, photography, videotape or film in which I appear in and in connection with the CBS Daytime Open Casting Call and/or in connection with the Program itself, if selected, as well as in the broadcast, exhibition, exploitation, advertising and promotion thereof in any and all media, throughout the universe, in perpetuity and including, without limitation, on CBS's and/or Grantees' websites and/or mobile applications; and

(c) All right, title and interest in and to the results and proceeds of such interview, of photography and/or videotape rendered in connection with the CBS Daytime Open Casting Call and/or the Program, if selected, as set forth herein. Without limiting the foregoing, I acknowledge that the results and proceeds of my performance in connection with the CBS Daytime Open Casting Call and/or the Program can be used in the distribution and exhibition of the Program in any and all media now or hereafter known, throughout the universe, in perpetuity, and in any and all advertising, publicity, promotion and exploitation of whatever kind or nature in connection therewith.

2. I acknowledge and agree that as consideration for my participation in the CBS Daytime Open Casting Call and my appearance on the Program, if selected, I will receive: (i) compensation at the applicable

rate for a walk-on role on a single episode of the Program (the "Walk-On Compensation"); and (ii) travel and accommodations for myself and a guest of my choosing (hereinafter referred to as my "Guest"), which shall consist of two (2) round-trip coach class airline tickets from the major airport nearest to my residence to and from Los Angeles, California for me and my Guest or, if I live less than seventy-five (75) miles from Los Angeles, California, ground transportation to and from my home to Los Angeles for me and my Guest, three (3) nights lodging at double occupancy, ground transportation and a per diem as reasonably determined by Producers (collectively the "Trip"). I acknowledge and agree that, other than as stated herein, I shall not be entitled to payment of whatever kind or nature in connection with CBS' and/or Grantees' use of my performance, and that CBS and the Grantees shall have no further obligation to me, either monetary or otherwise.

3. I acknowledge and agree that no other party or any agent or attorney of any other party, has made any promise, representation or warranty whatever, express or implied, not contained herein concerning the subject matter hereof, to induce me to execute this document, and I acknowledge and agree that I have not executed this instrument in reliance on any such promise, representation, or warranty not contained herein. This document and the exhibits and attachments hereto (if any), together with any and all exhibits, attachments and/or enclosures to this document constitute the entire agreement and understanding between the parties concerning the subject matter hereof, and supersede and replace all prior negotiations, proposed agreements and agreements, written and oral, relating thereto, and cannot be changed or terminated except by a written instrument signed by the parties hereto. I acknowledge and agree that Producers may provide me and/or my Guest with additional documents in connection with my participation in the Program and/or the Trip, including, without limitation, additional releases and/or waivers. I understand that if I, and/or my Guest, refuse to sign any such documents, then I may no longer be allowed to participate in the Program and I will forfeit any chance to appear on the Program, claim the Trip and/or participate in the CBS Daytime Open Casting Call.

4. I acknowledge and agree that even if I am selected to appear in the Program and actually make an appearance, CBS, Producers and/or any of the Grantees shall not be obligated to include my appearance in the Program or elsewhere. I further acknowledge and agree that, if I am selected for the walk-on role in the Program, the Trip or its equivalent monetary value and the Walk-On Compensation shall satisfy any and all obligations of CBS and/or Grantees under this document. I acknowledge and agree that CBS and the Grantees may, in their sole discretion choose to terminate the CBS Daytime Open Casting Call at any time and for any reason prior to the selection of the person who will receive the walk-on role in the Program, and upon any such termination, I shall not be entitled to further participate in the CBS Daytime Open Casting Call and the Program or to receive any compensation for my appearance other than as expressly stated in this paragraph. The provisions of this agreement shall be binding upon me and my heirs, executors and administrators and the rights herein granted to CBS and the Grantees may be assigned by CBS and/or the Grantees to any person, firm or corporation, at CBS's and/or the Grantees' sole discretion. I grant the foregoing rights and subsequent release with the understanding that CBS is incurring substantial expenses in connection with the CBS Daytime Open Casting Call in reliance upon my consent hereto. I hereby certify that I have the right to grant the permission and the rights hereby conveyed herein, that the consent of (or the payment to) no other party is required to constitute this a valid release and consent or for the rights granted herein to be exercised, and that I fully understand the meaning and effect thereof and that I intend to be legally bound hereby.

5. I hereby irrevocably acknowledge and agree that, on behalf of myself and my Guest, my heirs, next of kin, spouse, spousal equivalent, guardians, legal representatives, executors, administrations, successors and assigns (collectively the "Releasing Parties"), I and the Releasing Parties will not sue or assert any claim against the Grantees for any injury, illness, damage, violation of any right of privacy or

publicity, defamation, emotional distress, loss or harm to me or my property, or my death, howsoever caused, resulting or arising out of or in connection with the CBS Daytime Open Casting Call, the Trip, or my participation and/or appearance on the Program, or activities associated with the Program or the production and/or exploitation of the Program, or Grantees' exercise of any rights granted by me in this agreement (collectively the "Released Claims"). In addition, I and the Releasing Parties hereby unconditionally and irrevocably release and forever discharge each of the Grantees from and against any and all claims, liens, agreements, contracts, actions, suits, costs, attorneys' fees, damages, judgments, order and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether not concealed or hidden, resulting or arising out of or in connection with the Released Claims.

6. I hereby acknowledge and agree that, I and the other Releasing Parties irrevocably agree to defend, indemnify and hold harmless each of the Grantees from and against any and all Released Claims by whomever asserted, arising out of or in connection with (a) any breach or alleged breach of any agreement, covenant, representation, warranty made by me in this agreement; or (b) the activities associated with the CBS Daytime Open Casting Call and/or the Program, the Trip, my appearance on the Program, or activities associated with the Program or the production and/or exploitation of the Program, or Grantees' exercise of any rights granted by me in this agreement.

7. Any controversy of claim arising out of or relating to this release, its enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration, to be held in Los Angeles, County, California, before a single arbitrator, in accordance with California Code of Civil Procedure §1280 et seq. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by selecting from a list of arbitrators supplied by JAMS. Unless the parties agree otherwise, the arbitrator will be a former or retired judge or justice of any California state or federal court with substantial experience in matters involving the entertainment industry. All arbitration proceedings shall be conducted under either the JAMS streamlined (for claims under \$250,000) or the JAMS comprehensive (for claims over \$250,000) arbitration rules and procedures, except as modified herein, in effect at the time the request for arbitration is made (the "Arbitration Rules"), at the Los Angeles office of JAMS, or its successor ("JAMS"). Producers and I agree that the arbitrator's ruling in the arbitration shall be final and binding and not subject to appeal or challenge. Producers and 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, the arbitrator's staff, the parties' attorneys and their staff, and any experts retained by the parties. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court).

8. This agreement shall be deemed to be entered into in Los Angeles County, California, and shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements entered into and performed entirely within California without regard to conflicts of laws rules. Subject to the terms of the preceding paragraph, any action, proceeding or litigation concerning this agreement or my appearance or participation in the CBS Daytime Open Casting Call and/or the Program may only be brought in Los Angeles County, California, and I hereby agree that the courts of Los Angeles County, California, shall have jurisdiction over me and the subject matter of any such proceeding.

9. This agreement shall bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. This agreement is not assignable by me, but may be freely assigned by CBS and/or the Grantees. 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.

CBS Entertainment,
A Division of CBS Broadcasting Inc.

Print Name: _____

By: _____

Signature: _____

Its: _____

Date: _____

Date: _____

Address: _____

Telephone: _____