

**SPONSOR INTERNAL USE ONLY:**

Accept  Yes  No

Audition Number: \_\_\_\_\_



**FAME NATIONAL TALENT SEARCH  
SIX FLAGS AUDITION APPLICATION/AFFIDAVIT AND RELEASE**

*The Fame National Talent Search (the “Contest”) is subject in all respects to the complete Official Rules available at a Contest “Tour Stop Park” (while supplies last), at [www.sixflags.com](http://www.sixflags.com) at the Contest section of the website, at [www.myspace.com/fame](http://www.myspace.com/fame), at [www.generation.fame.com](http://www.generation.fame.com) at the Contest section of the website, or by sending a self-addressed postage-stamped envelope to Fame National Talent Search – Rules Request, Six Flags Theme Parks Inc., c/o Six Flags, Inc., 1540 Broadway, 15th Floor, New York, NY 10036 (Vermont residents may omit return postage).*

**IF CONTESTANT IS UNDER 18 YEARS OF AGE OR OTHERWISE A MINOR IN HIS/HER PRIMARY STATE OF RESIDENCE, THE PARENTAL AGREEMENT AND CONSENT AT THE END OF THIS DOCUMENT MUST BE SIGNED BY THE MINOR’S PARENT OR LEGAL GUARDIAN.**

I hereby request the opportunity to participate in the Contest, and hereby state, acknowledge and agree as follows:

**1. Contestant Information.**

**You are responsible for providing complete and accurate contact information.**

\* Required information

\*Last Name: \_\_\_\_\_

\*First Name and Middle Initial \_\_\_\_\_

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

\*City \_\_\_\_\_ \*State \_\_\_\_\_ \*Zip \_\_\_\_\_

\*Day Phone \_\_\_\_\_ \*Night Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ \*Email \_\_\_\_\_

\*Date of Birth \_\_\_\_\_

I am submitting this Audition Application/Affidavit and Release (this “Application/Release”) for a (check one)  individual  group performance in the Contest for [Insert Name of Contest Tour Stop Park (e.g., Six Flags Fiesta Texas)]

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If you are part of a contestant group (LIMIT: 8 total members, including yourself), list the other group members and ensure all group member Application/Releases are submitted together with this Application/Release.

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_
- iv. \_\_\_\_\_
- v. \_\_\_\_\_
- vi. \_\_\_\_\_
- vii. \_\_\_\_\_

Name of group leader (each member of the same group must name the same group leader): \_\_\_\_\_

**2. Audition Performance Information.**

Your audition performance will be (check one)  singing *a capella*  dancing  other activity that shows talent in the performing arts.

If you choose “other”, please describe your proposed audition performance:

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Will your audition performance use music? (check one)  Yes  No.

Contest Tour Stop Park auditions (in person or mail-in) only: If your audition performance is singing *a capella*, name the song and artist:

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**If your audition performance is dancing or other activity that shows talent in the performing arts and your audition performance uses music, you are limited to using Sponsor-determined segments of one of the following songs. Which song will your audition performance use (check one)?**

- “Fame” motion picture theme song written by Michael Gore and Dean Pitchford
- “Out Here On My Own” written by Michael Gore and Dean Pitchford

Will your audition performance use props? (check one)  Yes  No

**If your audition performance uses props, it must NOT use props, instruments or other items that: (1) are larger than 9 in. x 14 in. x 22 in. (e.g., the size of airline carry-on luggage); (2) are live animals; (3) are dangerous or potentially dangerous to any person or property (including yourself or your group); or (4) anything that requires time for you or your group to set up before your performance. You and your group will not be allowed any time for set-up for your performance.**

If your audition performance uses props, describe the props:\*\*

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**\*\* In person Contest Tour Stop Park auditions: If you have an authorized prop, you must check it in at registration and will only receive it back when you check in for your audition. Contest Entities (as defined in the Official Rules) will NOT be responsible or liable for loss of or damage to any prop.**

**3. Affidavit and Release.**

- a. I am fourteen (14) years of age or older and a legal resident of the State of \_\_\_\_\_ . I am not an excluded contestant as provided in the Official Rules.
- b. I am submitting this Application/Release with the understanding that it will be relied upon to determine my eligibility to participate in and receive any prize in the Contest.
- c. I represent that I have read, understood and complied with, and will continue to comply with, all of the rules and regulations of the Contest, including, without limitation, the Official Rules; all of which rules and regulations shall be binding on me. I further represent that I have not perpetrated (and will not perpetrate) any fraud or deception in entering or participating in the Contest, or in claiming any prize that may be awarded to me. I HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS AND

CONDITIONS OF THE OFFICIAL RULES, WITHOUT LIMITATION OR QUALIFICATION.

d. I hereby irrevocably, fully and unconditionally agree to be bound by and accept the Official Rules, including, without limitation, Section 10 (Rights; Recordings). I acknowledge and agree, that among other things, Section 10 of the Official Rules provides that (i) Six Flags Theme Parks Inc. and Metro-Goldwyn-Mayer Studios Inc. (collectively, the “Sponsors”) and/or their designees may make Recordings (as defined in the Official Rules) of my audition, performances and activities in this Contest, and I assign any rights I may have to such Recordings to Sponsors, (ii) I assign to Sponsors any rights I may have to the Material (as defined in the Official Rules) I submit to Sponsors in this Contest (which Material includes, without limitation, Contest audition videos submitted via mail or [www.myspace.com/fame](http://www.myspace.com/fame)) and (iii) I am restricted in my use of Material I submit to Sponsors in this Contest.

e. **LIABILITY RELEASE.** By participating, the undersigned (and if the undersigned is a minor in his/her primary state of residence, the undersigned’s parent or legal guardian on behalf of himself/herself and on behalf of the undersigned minor) forever and irrevocably RELEASES, DISCHARGES, INDEMNIFIES AND HOLDS HARMLESS, Sponsors and their parents, subsidiaries, divisions and affiliates, any and all persons and entities responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying any prize, the Contest Entities (as defined in the Official Rules, including, without limitation, MySpace, Inc.), all other persons and entities participating in the Contest in any manner (including, without limitation, other Contest contestants, and Contest vendors and contractors), and the employees, officers, directors, owners, representatives, agents, heirs, successors, assigns and insurers of each of them (collectively, the “Releasees”) from and against all losses, claims, damages, liabilities, costs or expenses (collectively, “Losses”), arising in whole or in part, directly or indirectly, from the undersigned’s (and, as applicable, the undersigned’s parent’s or legal guardian’s) entry and/or participation in the Contest, the undersigned’s (and, as applicable, the undersigned’s parent’s or legal guardian’s) preparing for, participating in and/or traveling to or from any prize- or Contest-related activity, and/or the undersigned’s (and, as applicable, the undersigned’s parent’s or legal guardian’s) receipt or use of any prize awarded in the Contest, including, but not limited to, any Losses caused or alleged to be CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE of any Releasee. The foregoing release includes, without limitation, any and all LIABILITY, BODILY INJURY, DEATH, LOSS OR DAMAGE to the undersigned (and, as applicable, the undersigned’s parent or legal guardian) or any third party arising in whole or in part, directly or indirectly, from any prize or the use of any prize, the award, acceptance, possession, use or misuse of any prize, and entry and participation in the Contest, any Contest activities or any prize activities (including, without limitation, traveling to and from a Tour Stop Park (as defined in the Official Rules) or the Finals Show (as defined in the Official Rules), participating in the Semi-Finals Show (as defined in the Official Rules), the Contest Finals Show activities, and the Finals Show, and traveling to and from and participating in any related activities). The undersigned (and if the undersigned is a minor in his/her primary state of residence, the undersigned’s parent

or legal guardian on behalf of himself/herself and on behalf of the undersigned minor) further COVENANTS NOT TO SUE any of the Releasees with respect to any matter addressed by the foregoing release, or encourage or assist any third party in doing so. This is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned (and, as applicable, the undersigned's parent or legal guardian) against the Releasees and no action will be taken by or on behalf of the undersigned (and, as applicable, the undersigned's parent or legal guardian) with respect to any such claims and rights, it being understood that this Application/Release and the Official Rules, including this Section 3(e) shall be binding upon the undersigned (and, as applicable, the undersigned's parent or legal guardian), and his/her successors, assignees, subrogors, insurers, heirs, next of kin, executors, representatives, and legal and personal representatives. Competing in the Contest includes action-oriented activities that involve risk or injury. By participating in the Contest, the undersigned (and if the undersigned is a minor in his/her primary state of residence, the undersigned's parent or legal guardian on behalf of himself/herself and on behalf of the undersigned minor) acknowledges and ASSUMES SUCH RISK.

THE UNDERSIGNED (AND IF THE UNDERSIGNED IS A MINOR IN HIS/HER PRIMARY STATE OF RESIDENCE, THE UNDERSIGNED'S PARENT OR LEGAL GUARDIAN ON BEHALF OF HIMSELF/HERSELF AND ON BEHALF OF THE UNDERSIGNED MINOR) ACKNOWLEDGES AND AGREES HE/SHE/THEY HAVE READ SUCH RELEASE, UNDERSTAND THAT HE/SHE/THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO SUCH RELEASE AND HAVE ENTERED INTO THIS APPLICATION/RELEASE FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND SUCH RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

THE UNDERSIGNED (AND IF THE UNDERSIGNED IS A MINOR IN HIS/HER PRIMARY STATE OF RESIDENCE, THE UNDERSIGNED'S PARENT OR LEGAL GUARDIAN ON BEHALF OF HIMSELF/HERSELF AND ON BEHALF OF THE UNDERSIGNED MINOR) UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

e. I will not make any attempt to rescind, limit or disaffirm this Application/Release, or any portion hereof.

f. The Official Rules and this Application/Release shall be binding upon me, and my successors, assignees, subrogors, insurers, heirs, next of kin, executors, representatives, and legal and personal representatives.

4. **Further Documents.** Sponsors reserve the right to require contestants (and, as applicable, their parents and legal guardians) to complete, execute and deliver to Sponsors additional documents at any time as required, in the forms provided, and within the timeframe required by Sponsors, or the contestant may be disqualified.

5. **Additional Information.**

How did you hear about the Contest? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tell us one interesting thing about your life: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Important - Read Carefully:** This Application/Release is a legal agreement between you and Sponsors regarding your entry and participation in the Contest. BY EXECUTING AND SUBMITTING THIS APPLICATION/RELEASE TO A CONTEST REPRESENTATIVE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AFFIDAVIT/RELEASE, WITHOUT LIMITATION OR QUALIFICATION. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT ENTER THE CONTEST OR SUBMIT THIS AFFIDAVIT/RELEASE OR ANY MATERIALS RELATED TO THE CONTEST TO ANY CONTEST REPRESENTATIVE.

ACCEPTED AND AGREED:

Contestant signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

**IF CONTESTANT IS UNDER 18 YEARS OF AGE OR OTHERWISE A MINOR IN HIS/HER PRIMARY STATE OF RESIDENCE, THE FOLLOWING MUST BE SIGNED BY THE MINOR'S PARENT OR LEGAL GUARDIAN:**

**PARENTAL AGREEMENT AND CONSENT**

I represent and warrant that I am the parent or legal guardian of the contestant named above. In consideration of the unique and valuable opportunity afforded by Sponsors to my child to participate in the Contest (and the direct and indirect benefits I will receive therefrom), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby (a) consent to, join in and approve the foregoing Application/Release (including, without limitation, the Liability Release set forth in Section 3(e) above), (b) will ensure that my child honors his or her obligations under this Application/Release and the Official Rules, (c) acknowledge and agree that I have read, understood and complied with, and will continue to comply with, all of the rules and regulations of the Contest, including, without limitation, the Official Rules, without limitation or qualification; all of which rules and regulations shall be binding on me, and (d) will indemnify and hold the Releasees harmless from and against any Losses arising out of or in any way related to the Contest or the rights granted herein or the obligations of my child or myself; any breach of the representations, warranties and agreements contained in this Application/Release or the Official Rules; or any attempt to rescind, limit or disaffirm this Application/Release, the Official Rules or any part hereof or thereof. I hereby expressly approve of my child's attendance at and participation in the Contest and all of the Contest and prize activities contemplated by the Official Rules.

ACCEPTED AND AGREED:

Parent/legal guardian signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Relationship to contestant: \_\_\_\_\_

Date: \_\_\_\_\_