



**2011 US OPEN CASTING CALL  
LIABILITY AND PUBLICITY RELEASE**

In full and complete consideration of United States Tennis Association Incorporated ("USTA") authorizing me to participate in the audition process (the "Auditions"), and possibly selecting me to perform the "Star Spangled Banner", "America the Beautiful", or any other musical composition selected by the USTA during the 2011 US Open Tennis Championships in Flushing Meadows, NY (the "US Open") (collectively, the Auditions and the US Open are referred to as the "Event"), I hereby acknowledge that I have reviewed and consent to the Official Rules and the terms of this Liability and Publicity Release ("Release") as follows:

I. Control of Event: I acknowledge and agree that: (1) the USTA shall have full and complete control and authority over all aspects of the Auditions and US Open in its sole discretion; (2) the USTA will have the absolute right to determine, in its sole discretion, whether or not I am selected to perform at the Auditions; and (3) the USTA will have the absolute right to determine, in its sole discretion, whether or not I am selected to perform at the US Open.

II. Rights Granted: I grant the USTA (and grant the USTA the right to grant to others), as well as its successors and assigns (collectively, the "USTA Parties"), in perpetuity, the irrevocable right (but not the obligation), with or without my knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature (collectively, the "Use and Materials"): (1) my appearance at and/or participation in the Auditions and/or my appearance at and/or participation, if any, at the US Open; (2) my name, likeness, signature, voice, singing voice, conversation, sounds, biographical data and/or any other information or material secured by the USTA in connection with my appearance at and/or participation in the Auditions and/or US Open. I agree that USTA shall have the right to the Use and Materials, for its own account, throughout the universe and in perpetuity. I acknowledge and agree that I shall not be entitled to receive any compensation whatsoever in connection with the USTA's exercise of its Use and Materials rights.

III. Ownership Rights: By participating in the Event, I waive any moral rights in the Event and assign all other rights, title and interest including, but not limited to, copyrights in and to the Event to USTA. I acknowledge and agree that USTA is the sole owner of all Use and Materials from and/or related to, associated with or developed in connection with the Event and shall retain all rights for itself and its successors, assigns, and licensees, throughout the universe and in perpetuity, to use the same and any portion thereof in any manner now known or hereafter developed, including but not limited to all media (including, without limitation, print media, television, radio and the Internet), for any purpose whatsoever, including, but not limited to, advertising, promotion, merchandising, entertainment or commercial purposes.

IV. Parental Consent: I acknowledge and agree, that as a condition of my participation in the Auditions, the USTA will require me and my parent or legal guardian to sign this Release and additional documents, including, without limitation, a credential application if selected to participate at the US Open. I acknowledge and agree that my participation at the US Open, if selected, is subject to successful issuance of a credential pursuant to the USTA credential application process.

V. Release/Waiver: I, for myself and on behalf of my heirs and successors, hereby release, discharge, and hold harmless USTA, USTA National Tennis Center Incorporated, US Open Series, LLC, the City of New York, Harlem's World Famous Apollo Theater, their respective assignees, licensees, agents, and affiliates and each of their related parent companies, subsidiaries and/or affiliated companies, and the officers, directors, employees, volunteers, agents and representatives of each of the foregoing (collectively, the "Released Parties"), from any and all liability or claims including personal injury, death, loss or damages of any kind arising out of or in any way resulting from: (1) my participation in the Event; and (2) the use or reuse of my appearance, name, voice, singing voice, conversation, sounds, likeness and/or biographical information. I agree not to make any claim against USTA or the Released Parties as a result of my participation in the Event or in connection with any use or reuse of my appearance, name, voice, singing voice, likeness and/or biographical information (including, without limitation, any claim based upon defamation or invasion of privacy and/or publicity). In addition, I agree to indemnify USTA and the other Released Parties and to hold each of them harmless from and against any and all liability, claim, action, damage, expense (including reasonable attorneys' fees), and loss of any kind caused by or arising out

of any statement, action or failure to act by me during or in connection with my participation in the Event. In no event shall I have any right to injunctive or other equitable relief against the USTA or any of the Released Parties in connection with the Event.

VI. Representations: I represent and warrant that: (1) I have the right to grant to USTA all rights granted in this Release; (2) I am not a member of AFTRA, SAG or any other performing arts guild; I acknowledge and agree that in the event I am discovered to be a member of AFTRA, SAG or any other performing arts guild, my appearance(s) in connection with the Event, if any, shall not be deemed to be a performance under any collective bargaining agreement; and (3) I am not an immediate family member (meaning parents, siblings, children and their spouses, regardless of whether any of the above are step-relatives) or member of the household (whether family member or not) of any employee, officer or director of the USTA or the USTA National Tennis Center Incorporated.

VII. Other: The validity, interpretation and legal effect of this Release shall be governed by the laws of the State of New York applicable to agreements executed and fully performed within New York. Any action at law or in equity arising under this Release, or any of its terms, and any effort by any party to enforce, interpret, construe, rescind, terminate, or annul this Release, or any provision thereof, shall be filed only in the federal or state courts located in the County of Westchester, State of New York, and I consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. The terms of this Release shall be binding upon my heirs, legal representatives and me and shall survive the termination of my participation in the Event. I understand and agree that the provisions hereof shall continue in perpetuity. Nothing in this Release shall be construed as a guarantee of participation in the Event. I recognize that USTA is relying on my representations herein and that a breach by me hereunder would cause USTA irrevocable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law; and, therefore, I hereby expressly agree that USTA shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this Release by me.

I represent and warrant that I have received, read, understood and voluntarily agree to the terms of the foregoing Release.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT**

I represent and warrant that I am the parent or legal guardian of \_\_\_\_\_, the individual who signed the foregoing Release (the "Minor") and that I have received, read and understood the foregoing Release. I fully consent to and voluntarily authorize the Minor to execute said Release (or, if applicable, have voluntarily executed said Release on Minor's behalf). I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor.

Furthermore, in consideration of USTA possibly including me and/or Minor in the Event, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Release (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the participation of the Minor in the Event, if any.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

RELATIONSHIP TO MINOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_