

SUBMISSION AND RELEASE AGREEMENT

I hereby submit for entry in the open audition ("Audition") for a possible appearance on a television commercial and/or internet website to be produced by McArthur Dairy, a division of Dean Foods ("McArthur"), an original promotional video in digital format (the "Video") for consideration. In addition to the Video, I may also submit certain personal information and/or elements, including but not limited to my name(s), trademarks, tradenames, likenesses, photographs, biographical materials and all other graphic and/or textual material to McArthur (collectively referred to as the "Personal Materials"). (Video and Personal Materials shall be collectively referred to hereinafter as the "Materials").

I hereby acknowledge that all artistic, literary, dramatic, musical and other elements submitted and/or prepared by me in connection with the Audition are specially commissioned by McArthur as works made for hire. Accordingly, McArthur is the author and owner of all rights, title and interest in and to the Materials, including but not limited to all copyrights in the Materials (and all renewals and extensions thereof), with the right to use, alter and modify the Materials in any manner that McArthur may determine. If any of the Materials are determined not to be works made for hire, you hereby assign to McArthur in perpetuity all rights, title and interest in and to the Materials, including but not limited to all copyrights in the Materials (and all renewals and extensions thereof). Without limitation, McArthur may exploit the Materials in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, including, but not limited to, use of the Materials in connection with the commercial endorsement of McArthur consumer products.

McArthur may use the Materials to advertise, promote and publicize McArthur including, but not limited to, any of McArthur consumer products, in all media, now known or hereafter devised, throughout the universe and may authorize others to do so; such advertising, promotion and publicity may include portions and excerpts, in addition to cut-in, synchronized, dubbed and superimposed versions of the Materials. I consent to, grant, and assign to McArthur the perpetual and royalty free right and license to use, my name, image, voice, signature, photograph, likeness, portrait and biography in connection with the Materials and any commercial endorsement of McArthur consumer products. McArthur may use and authorize others to use my name, voice and likeness as well as those of artists who rendered services in connection with the Video in any media, now known or hereafter devised, for the purposes of advertising, promoting or publicizing the use by McArthur of the Video and/or any of McArthur's consumer products.

I warrant and represent that: (i) I am at least 18 years of age and that if I am not I have had a parent or legal guardian sign this Submission and Release Agreement, (ii) I am a citizen of the U.S. (iii) I am free to enter into and fully perform all of my obligations specified in this Agreement and that I have secured all consents necessary to enter into this Agreement, if any; (iv) the Materials do not and will not violate any law, statute, ordinance or regulation; (v) the rights granted herein will not infringe on any rights or interests of any third party(ies); (vi) no additional consent from any party(ies) regarding any elements contained in the Materials will be required for McArthur to exercise the rights granted to it herein; and (vii) the Materials are not and will not be defamatory, trade libelous, pornographic or obscene.

McArthur, our successors, assignees and licensees, shall have the right, but not the obligation, to use the Materials and the results and proceeds of the services provided under this Submission and Release Agreement, all Materials provided under this Agreement, and my name, voice, likeness and biography in connection with the Audition and ancillary uses thereof, in all media, now known or hereafter devised, in perpetuity throughout the universe, including advertising and promoting the Audition and the consumer products of McArthur.

I understand that any physical materials submitted will be retained by McArthur and will not be returned to me.

I will defend, indemnify and hold McArthur harmless from and against any and all claims, demands, losses, damages or other payments, including, without limitation, reasonable attorney fees, arising out of any breach or alleged breach of any of my warranties or representations herein.

BY SIGNING THIS AGREEMENT, I HEREBY ACKNOWLEDGE THAT I UNDERSTAND, WARRANT, AND ACCEPT THE FOLLOWING: (i) I HAVE READ AND FULLY UNDERSTAND THE RULES LISTED ON THE MCARTHUR WEBSITE AND INCORPORATE THOSE RULES INTO THIS AGREEMENT; (ii) I AM SUBMITTING MY MATERIALS IN THE CASTING CALL FOR THE POSSIBILITY OF HAVING MATERIALS APPEAR ON EITHER THE MCARTHUR WEBSITE AND/OR A TELEVISION COMMERCIAL FOR MCARTHUR; (iii) IF MY VIDEO IS CHOSEN TO APPEAR ON THE MCARTHUR WEBSITE, ANY AND ALL LICENSES AND PERMISSION TO USE MY MATERIALS ON MCARTHUR'S WEBSITE ARE HEREBY GRANTED; (iv) I UNDERSTAND THAT I WILL NOT RECEIVE ANY ADDITIONAL COMPENSATION FROM MCARTHUR IF MY VIDEO APPEARS ON THE WEBSITE UNLESS I AM CHOSEN TO APPEAR ON A TELEVISION COMMERCIAL.

AGREED & ACCEPTED:

Signature

Print Name

Address

City, State, Zip

Phone Number

Date

(FOR USE BY PARENT OR GUARDIAN OF PERFORMER UNDER 18 YEARS OF AGE)

I represent that I am a parent/guardian of the minor named above, that I have read and am familiar with the foregoing Submission and Release Agreement, and I agree that the grant of rights and release contained in this Submission and Release Agreement binds me and said minor to all of the terms thereof.

(Print) Name:

Parent or Legal Guardian of the minor named above

Date: _____

The following is a list of all persons appearing recognizably in the Video, if any, and their corresponding information.

Print Name

Address

City, State, Zip

Phone Number

Age

Print Name

Address

City, State, Zip

Phone Number

Age