

RELEASE AND WAIVER OF LIABILITY AND AGREEMENT TO INDEMNIFY

Britney Spears ("BS") is conducting a campaign (the "Campaign") for the release of BS's newest album, in connection with which fans may submit photos of BS and other visual materials relating to BS (e.g., photos of BS memorabilia) for possible use in or in connection with artwork and packaging for the album (the "Artwork"). In consideration for allowing me, the undersigned participant ("I" or "Participant"), to participate in the Campaign and consider materials submitted by me ("Submitted Materials") for use in the Artwork, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, on behalf of myself, my heirs, next of kin, assigns, and personal representatives, hereby agree as follows:

I. **Publicity Release and Submission Assignment.** Participant authorizes and irrevocably grants to BS and her representatives, licensees and designees (including any Released Parties) permission to, from time to time, reference and discuss Participant and their participation in the Campaign in any and all media including, but not limited to, on-air, on website(s) in photographs, video recordings, digital images, audio recordings or in other media now known, including the Internet, or hereafter developed, for any purpose BS may desire. Such reference and discussion may involve Participant's name, likeness and voice, and other personal/biographical material, or any information regarding their participation in the Campaign. Participant represents and warrants that Participant owns and controls all necessary rights, title and interests for BS and her representatives, licensees and designees to use, copy, display and disseminate the Submitted Materials in connection with the Campaign and otherwise. Participant hereby further represents and warrants that: (i) Participant has the full and irrevocable right, power and authority to enter into this agreement and to license and assign the Submitted Materials (including, without limitation, all elements contained in the Submitted Materials) to BS; (ii) BS's use of any materials furnished by Participant hereunder (including the Submitted Materials) will not violate or infringe upon any common law or statutory rights including, without limitation, the rights of privacy or publicity of any person or entity; (iii) Participant has obtained all authorizations, consents and releases necessary for BS's use and ownership of the Submitted Materials as described hereunder including, without limitation, licenses and consents from those who appear in the Submitted Materials and those whose results and proceeds are embodied in the Submitted Materials; (iv) each and every person who appears in the Submitted Materials is at least eighteen (18) years old and has authorized BS's use and ownership of the Submitted Materials in any manner; and (v) that Participant shall be solely responsible for any and all payments which may be due to any third party in connection with the rights granted to BS herein and BS's exploitation of any materials furnished by Participant hereunder (including the Submitted Materials). Participant hereby expressly acknowledges and agrees that all Submitted Materials, including, but not limited to, all photos and other content and all information and other materials submitted by Participant in connection with the Campaign, will be retained by BS and is the sole and exclusive property of BS. Without limiting the foregoing, Participant hereby expressly acknowledges and agrees that all rights, including copyright, in said Submitted Materials, and the Artwork, are hereby transferred to BS (or her representatives, licensees and designee) by Participant as a condition of participation in the Campaign, and that BS and BS's representatives, licensees and designees shall have the right, without any obligation to Participant, to use and exploit the Submitted Materials in and as part of the Artwork and otherwise by any manner or means now known or hereafter devised (including but not limited to broadcasting, publication, electronic publishing, phonorecords, theatrical and non-theatrical exhibition, exhibition and performance by the media of videocassette, videodisc, optional disc, computer image, software or otherwise, and use on and in connection with the advertising and promotion of any products and services BS may designate). Participant warrants and represents that the Submitted Materials are original and do not infringe upon the rights of any third parties.

II. **General Release and Waiver of Liability.** I, hereby release, discharge and covenant not to sue BS and her direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, shareholders, representatives, advisors, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the "Released Parties"), in respect of any and all claims, damages, charges, injuries, losses,

proceedings, suits, actions (including, but not limited to, tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, loss of consortium claims, etc.), expenses and attorney fees ("Claims") that I or anyone on my behalf (including, but not limited to, my heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage, arising out of, involving or relating to my participation in the Campaign or BS's use of the Submitted Materials, including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

III. Agreement to Defend and Indemnify the Release Parties. I further agree to indemnify, hold harmless and defend the Released Parties in any action or proceeding from and against all Claims, expenses and attorney fees, that I or anyone on my behalf (including, but not limited to, my heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage, arising out of, involving or relating to my participation in the Campaign, use of the Submitted Materials, or for my failure to comply with the terms of this Release and Waiver of Liability and Agreement to Indemnify. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

IV. Governing Law. This document is governed by the laws of the State of California. Any cause of action relating to the interpretation or enforcement of this document shall be instituted and litigated in a court located in Los Angeles, CA. If one or more portions of this document are found to be unenforceable, the remainder of the document will remain enforceable.

READ! YOUR LEGAL RIGHTS ARE AFFECTED!

SIGNATURE PAGE TO RELEASE AND WAIVER OF LIABILITY AND AGREEMENT TO INDEMNIFY

I am at least eighteen (18) years of age, have read and fully understand this document.

Participant's Printed Name: _____ Date of Birth: _____

Participant's Signature: _____ Date: _____

Address: _____

Daytime Phone Number: _____

City/State/Zip Code: _____

Social Security Number: _____ - _____ - _____