

ELIGIBILITY REQUIREMENTS

- 1) You must be at least 21 years of age as of the date hereof.
- 2) You must legally reside in the United States.
- 3) You are not currently, nor do you currently intend to be, a candidate for public office, and if there is any change in this representation prior to the initial exhibition of the Program in which you appear, you must immediately notify Producer. Becoming a candidate before or around the time of the initial exhibition of the Program may under certain circumstances have legal implications on the exhibitor's ability to exhibit the Program.
- 4) If you are selected as a potential participant you must execute waivers and release agreements required by Producer and the exhibitor of the Program (the "**Network**") or any of their licensees, successors or assigns.

All eligibility determinations shall be made by Producer in its sole discretion, are final and binding, and not subject to challenge or appeal. Producer reserves the right to modify or amend the eligibility requirements at any time, in its sole discretion.

Producer further reserves the right to render ineligible any person who either of them determines, in their sole discretion, is sufficiently connected with the production, administration or distribution of the Program, such that his/her participation in the Program could create the appearance of impropriety.

ACKNOWLEDGMENTS, WARRANTIES, AND RELEASES

- 5) You hereby give the following representations, warranties, acknowledgements, consents and releases:

(a) By signing below, I represent, warrant, acknowledge, and agree that: (i) I have read and I meet and agree to be bound by the eligibility requirements; (ii) I have completed this application honestly and accurately; (iii) if any of the information in this application is found to be false or incomplete, this will be grounds for dismissal from the Program participant selection process, and/or from the Program, if selected; (iv) even if I meet the eligibility requirements, Producer has no obligation to further contact me, interview me, and/or select me as a participant; (v) even if I am selected as a participant, Producer has no obligation to produce the Program and the Network has no obligation to exhibit it, even if produced; (vi) I agree to keep strictly confidential all information about the Program that I may acquire during the participant selection process and/or during my participation in the Program (if applicable); (vii) all decisions by Producer concerning selection of the participants are final and not subject to challenge or appeal; (viii) Producer has no obligation to return any materials submitted by me as part of the application whether or not I am selected as a participant; (ix) I understand that if I am asked to audition to advance further in the Program, unless otherwise advised by Producer, I must be able to represent and warrant that I will not be or become a party to any contract that would conflict with my participation in the Program including, but not limited to, a contract for management and/or talent agent representation, an exclusive acting contract, a merchandising agreement, or any other arrangement which prevents me, or might prevent me, from entering into any contracts relating to my performing abilities and/or services in the entertainment industry or for the use of my name and/or likeness; (x) I acknowledge and agree that if I enter into a talent management contract, acting contract, modeling contract, merchandising contract, sponsorship contract, touring or live stage contract, or any other contract relating to my performing abilities and/or services in the entertainment industry or for the use of my name and/or likeness, which would prohibit me from participating in the Program, and/or from fulfilling any other obligations under this Release during my participation in the Program, if any, I may, at the sole discretion of Producer, be

immediately disqualified from the Program; (xi) I am not, nor is any immediate family member (including unrelated persons living in the same household) any of the following: i) an employee, officer, director, agent or representative of Producer, Network, and any other associated production entity; ii) production personnel for the Program; iii) any person or entity connected with the production, administration or judging of the auditions or the Program; or iv) or an employee of any of the respective parent companies, affiliates, subsidiaries, agents or representatives listed in this sentence. To the best of my knowledge, I do not know anyone who is now, or has been in the past two (2) years, an employee, agent or representative of Producer, Network, any other associated production entity, or any person or entity connected with the production, administration or judging of the auditions or the Program, or any of their respective parent companies, affiliates, subsidiaries, agents or representatives. If the foregoing is not true, please provide details to Producer. **I acknowledge that Producer reserves the right to remove from the Program any person (including me) it determines, in its sole discretion, is sufficiently connected with the Program, the judges, any guest judges, consultants or any of the entities described herein such that such person's participation in the Program could create the appearance of impropriety.** Conversely, Producer and/or Network reserve the right to allow any person to remain part of the Program who may have a connection with the Program or any of the Producer's Designees if, in Producer's and/or Network's sole discretion, Producer and/or Network determines that such person's involvement in the Program does not and will not affect the integrity of the Program.

(b) By submitting this application, I consent to the recording, use and reuse by Producer, Network and any of the Released Parties (as defined in Paragraph 7 below) of my voice, actions, likeness, name, appearance, biographical material, and any information contained in, derived from or obtained in connection with my application to be a participant in the Program or in any materials submitted by me in connection with my application (collectively "**Likeness**"), as edited, altered, or modified by Producer or by any of the other Released Parties, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program or any other work. I agree that the Released Parties or any of them may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. Except for any pre-existing comedic material (collectively, "Pre-Existing Comedic Material"), I further agree that the Released Parties exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any and all recordings made by them and in and to any and all video that I have provided in connection with my application and any other materials that I have provided or may provide in connection with my application or the Program (collectively, the "**Materials**"), including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. Notwithstanding the foregoing or anything to the contrary herein, I shall retain all right, title and interest in and to any Pre-Existing Comedic Material, provided that I grant to Producer and Network a gratis, worldwide, perpetual license to use such Pre-Existing Comedic Material in and in connection with the Program and advertising, marketing, publicity and promotion in connection therewith. I further agree that Released Parties may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I understand that I will not be paid any money for giving Released Parties these rights or for signing this application.

(c) I authorize Producer and any person or entity designated by Producer to investigate, access and collect information about me, about any of the statements made by me in my application, any supporting documents and any other documents that I have signed or provided or do sign or provide in connection with my application to be selected as a participant in the Program, or any other written or oral statements I make in connection therewith, to the maximum extent permitted by law. Without limiting the foregoing, I irrevocably authorize Producer and any person or entity designated by Producer to secure information about me and my experiences from my current and former employers, associates, friends, family members, educational institutions, government agencies, any branch of the military, and any references I

have provided, and I irrevocably authorize such parties to provide information concerning me. I hereby unconditionally and irrevocably release and forever discharge Producer, the persons or entities designated by Producer, and all such parties and persons from any and all liabilities arising out of or in connection with any such investigation. To the maximum extent permitted by law, I specifically authorize investigation of my employment records, medical records, and government records, including but not limited to my motor vehicle records, criminal records, civil records, military records, credit reports, and consumer report(s). I acknowledge and agree that any such information obtained by Producer or by any person or entity designated by Producer pursuant to this paragraph or otherwise may be used for purposes of selecting participants in the Program or in the course of producing the Program, and may be described or otherwise related in and in connection with the Program, in and in connection with another program, and in and in connection with any advertising, promotion or publicity for the Program or other program, to the maximum extent permitted by law.

(d) In addition to subparagraph (c) above, to the maximum extent permitted by law, I authorize Producer and any person or entity designated by Producer to conduct psychological and physical examinations of me if required by Producer. To the maximum extent permitted by law, I further authorize the individuals conducting such examinations of me to disclose to Producer and their representatives all information about me obtained in connection with such examinations, and authorize Producer to utilize such information in selecting participants for the Program.

(e) I understand that the participant selection process will involve subjective decisions made by certain individuals selected by Producer and Network in their sole discretion. I further understand that those certain individuals, Network, Producer and other persons or entities may be acquainted with or have some familiarity with some or all of the applicants to varying degrees. Producer shall have sole discretion and control over every aspect of selecting participants. I understand and agree that all participant selection decisions shall be final and binding on me in all respects, and shall not be subject to challenge or appeal.

6) **CONFIDENTIALITY**. To the maximum extent permitted by applicable law, whether or not I am selected to be a participant on the Program, I shall keep in strictest confidence and shall not, and shall not authorize or cause others to, directly or indirectly, use or disclose to any third party at any time (i.e., prior to, during, or after the taping or exhibition of any episode of the Program) any of the following, which is the exclusive property of Producer or Network: any information or materials that I may read, hear or otherwise acquire or learn in connection with or as a result of my participation in or in connection with the Program, including without limitation, any information or materials concerning or relating to Producer or to Network, the business of Producer or Network, any program produced by Producer or exhibited by Network, including, without limitation, any information concerning or relating to the Program, the participant selection process, the Program applicants, the Program participants, the location(s) of the Program, the events contained in the Program, the outcome of any episode of the Program, and the contents of this application or any other agreement or document that I sign, have signed or receive from Producer or Network at any time (collectively, the “**Confidential Information**”). I acknowledge and agree that my obligations with respect to confidentiality set forth in this application shall continue in perpetuity or until terminated by Network by giving me written notice of termination. In no event will I have the right to terminate my confidentiality obligations under this application. I acknowledge that in the event I breach the confidentiality or any other provisions of this application, my breach may, in the sole discretion of Producer or Network, result in my being disqualified to participate as a participant in the Program. I further acknowledge that a breach by me of any of the confidentiality provisions of this application would cause Producer and Network irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, I hereby expressly agree that Producer and Network shall be entitled to injunctive and other equitable relief to prevent and cure any breach or threatened breach of any of the confidentiality provisions of this application by me.

7) **RELEASE AND AGREEMENT NOT TO SUE.** To the maximum extent permitted by law, I irrevocably and unconditionally release each of the Released Parties from any and all liability arising out of my participation in or in connection with the Program, including, without limitation, the recording of my Likeness and the Materials, my participation in the participant selection process, and any exploitation of the Program, my Likeness or the Materials, on any legal theory whatsoever (the “Released Claims”). Further, to the maximum extent permitted by law, I agree not to sue the Released Parties as a result of the recording or use of my Likeness or the Materials (including, without limitation, any claim that such use defames me or invades any right of privacy and/or publicity) or for any reason based on any of the Released Claims hereunder. The term “Released Parties” shall mean and refer to Producer, Network, any other licensees or assignees of the Program or the Materials, the other participants in the Program, all other persons and entities connected with the Program, all parent, subsidiary, related and affiliated entities, licensees, successors, assigns, sponsors and advertisers of each of the foregoing, all of the respective directors, officers, principals, executives, on-air talent, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing, and the respective heirs, next of kin, spouses, guardians, representatives, executors, administrators, successors, licensees and assigns of each of the foregoing.

8) As used herein, “**Producer**” shall include its licensees, successors, and assigns, and each of their respective officers, directors, shareholders, employees, agents, and representatives. I agree that Producer may license, assign, and otherwise transfer this application and all rights granted by me to any person or entity.

9) **CHOICE OF LAW.** This application shall be interpreted under the internal, substantive laws of the State of New York, without regard to the conflicts of law provisions thereof.

10) **MEDIATION & ARBITRATION.** The parties agree that if any controversy or claim arising out of or relating to this application cannot be settled through direct discussions, they shall endeavor first to settle the controversy or claim by a mediation administered by JAMS under its applicable rules. IF THE DISPUTE IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT THE CONTROVERSY OR CLAIM, INCLUDING THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL THEN BE RESOLVED BY FINAL AND BINDING CONFIDENTIAL ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (THE “JAMS RULES”, INCLUDING, WITHOUT LIMITATION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RULE PROVIDING THAT EACH PARTY SHALL PAY *PRO RATA* ITS SHARE OF JAMS FEES AND EXPENSES). THE JAMS RULES ARE AVAILABLE AT WWW.JAMSADR.COM, AND A FURTHER COPY OF THE JAMS RULES SHALL BE PROVIDED TO ME BY PRODUCER UPON REQUEST. THE JAMS RULES FOR SELECTION OF MEDIATORS AND ARBITRATORS SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE (i) AN EXPERIENCED ARBITRATOR, WHO IS EXPERIENCED IN THE ENTERTAINMENT INDUSTRY, AND LICENSED TO PRACTICE LAW IN NEW YORK OR (ii) A RETIRED JUDGE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF NEW YORK. UPON THE CONCLUSION OF ANY ARBITRATION PROCEEDINGS, THE ARBITRATOR SHALL RENDER FINDINGS OF FACT AND CONCLUSIONS OF LAW AND A WRITTEN OPINION SETTING FORTH THE BASIS AND REASONS FOR ANY DECISION REACHED AND SHALL DELIVER SUCH DOCUMENTS TO EACH PARTY TO THE DISPUTE. THE PARTIES AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBJECT TO THE REMAINDER OF THIS PARAGRAPH, THE DAMAGES RECOVERABLE BY THE PARTIES

SHALL BE LIMITED TO ACTUAL DAMAGES, AND SUCH PARTIES WAIVE THE RIGHT TO SEEK PUNITIVE OR EXEMPLARY DAMAGES. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO GRANT ANY REMEDIES THE PARTIES TO ANY DISPUTE HAVE WAIVED HEREIN. FURTHER, I AGREE THAT GIVEN THE UNIQUE NATURE OF THE ENTERTAINMENT INDUSTRY, AND THE IRREPARABLE DAMAGE TO PRODUCER, NETWORK AND THEIR LICENSEES THAT WOULD RESULT FROM DELAYING OR PREVENTING THE EXHIBITION OF ANY PROGRAM PRODUCED HEREUNDER, I MAY NOT SEEK OR OBTAIN ANY INJUNCTIVE RELIEF THAT WOULD PREVENT ANY SUCH PARTIES FROM EXHIBITING, MARKETING, OR OTHERWISE EXPLOITING ANY PROGRAM PRODUCED HEREUNDER, OR OTHERWISE GRANTING ANY THIRD PARTY THE RIGHT TO DO ANY OF THE FOREGOING. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT REQUIRED BY LAW, THE PARTIES AGREE THAT WITH RESPECT TO THE ARBITRATION OF ANY FEDERAL OR STATE CLAIM I BRING THAT ARISES FROM UNWAIVABLE PUBLIC RIGHTS, WHETHER STATUTORY OR NONSTATUTORY, THE FOLLOWING SHALL APPLY: THE ARBITRATOR MAY AWARD ANY REMEDY THAT WOULD HAVE BEEN AVAILABLE IN COURT; THE PARTIES SHALL BE PERMITTED DISCOVERY ADEQUATE TO SECURE THE NECESSARY INFORMATION TO PRESENT SUCH CLAIM OR DEFEND AGAINST SUCH CLAIM; AND PRODUCER SHALL PAY ALL TYPES OF COSTS THAT ARE UNIQUE TO ARBITRATION.

11) **ELECTRONIC SIGNATURES.** This application may be executed by original, facsimile or electronic signature. Any signed copy of this application delivered by facsimile or electronic transmission shall for all purposes be treated as if it had been delivered containing my original signature, and shall be binding upon me in the same manner as though an original signed copy had been delivered.

12) **SEVERABILITY.** The illegality, invalidity or unenforceability of any provision of this application shall in no way affect the validity or enforceability of any of the remainder of this application, which shall be enforced to the maximum extent permitted by law.

I have read, understand, and agree with the foregoing.

I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS APPLICATION, INCLUDING, WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS APPLICATION.

Signature: _____ Date: _____

Name (Please print or type): _____

Address: _____