APPLICANT AGREEMENT, RELEASE, AND ARBITRATION PROVISIONS

NOTE: DO NOT SIGN THIS UNTIL YOU HAVE READ IT COMPLETELY

Name: _____ *[To be filled in by applicant]*

Date: _____ *[To be filled in by applicant]*

R.W. Productions, Inc.
6007 Sepulveda Boulevard
Van Nuys, CA 91411

I, the applicant hereof, have completed and submitted the application(s) to be considered by R.W. Productions, Inc. ("RWP"), its licensees, successors, and assigns (collectively, "Producer") to become a participant in the television program entitled "Real World" which is currently scheduled to be telecast in thirty (30) minute or one hour episodes (collectively, the "Program"). I have also been interviewed by Producer in connection with Producer's process of selecting participants.

I am making the representations, disclosures, and agreements described below so that Producer will continue to consider me to become a participant in the Program. If any disclosure or representation is false, misleading or incomplete, or if I breach any agreement made in connection with the Program, Producer may remove me from consideration as a participant in the Program and may remove me from the Program at any time. In that event, Producer, in its sole discretion, may make any explanation or announcement, on-air or otherwise.

I hereby agree to appear for video-taped interview(s) at time(s) and place(s) to be designated by Producer. I hereby grant to Producer the option to select me as a participant in the Program, subject to the terms and conditions of this Agreement. The duration of said option shall extend through and including ninety (90) days after the date of my final interview. Should Producer exercise its option to produce the Program and select me as a participant, Producer shall notify me of same no later than ninety (90) days after the date of my final interview. If I am notified that I have been chosen as a potential alternate cast member for the Program, the duration of this option shall extend through and including one-hundred fifty (150) days after the date of the final interview

In the event the foregoing option is exercised by Producer, Producer hereby engages me and I hereby agree to render my services in the Program subject to the terms of this Agreement. I understand that this is an important legal document relating to my participation in the Program, and by signing this document I am waiving legal rights I may have against the Producer of the Program, broadcasters, sponsors of the Program and others.

DISCLOSURES AND ACKNOWLEDGEMENTS

1. I have voluntarily applied to participate in the Program to engage in various activities in the United States and elsewhere. Any actual or alleged consequences whether direct or indirect of my participation in the Program shall be included within the matters released and indemnified by this Agreement. I understand that my participation in the Program may involve traveling by air (whether via helicopter, commercial airliner, glider, private aircraft or otherwise), train and/or automobile, as well as strenuous and/or dangerous physical and/or mental activity, including but not limited to, horseback riding, jogging, bicycling, motorcycling, using exercise and/or weight equipment, skydiving, swimming, bungee jumping, parasailing, snorkeling, jet skiing, amusement park activities, rock climbing, engaging in contact sports, hiking, kayaking and boating. I acknowledge that I have freely and knowingly consented to participating in such situations and activities. I represent that I am in excellent physical, emotional, psychological and mental health, and am physically and mentally capable of performing any such activities or other similar activities. I understand that I am solely responsible for determining whether I am physically, emotionally, psychologically and mentally able to participate in the Program. I acknowledge and understand that, as with participating in other hazardous activities, my participation in the Program carries with it the potential for death, serious physical injury, extreme emotional distress, mental or physical illness and property loss. The waivers, releases, and indemnities in this Agreement and any other agreement that I may execute in connection with the Program expressly apply to my participation in any such activities.

2. I authorize Producer to conduct mental and physical examinations of me in connection with its selection of participants in the Program as well as during production of the Program if I am selected to be a participant in the Program. I further authorize the individuals conducting such examinations of me to disclose to Producer and its respective representatives all information about me obtained in connection with such examinations. I further understand and agree that Producer's exercise of the option to utilize my services shall be subject to the satisfactory results (to be determined in the sole discretion of Producer) of such examinations. I acknowledge and agree that Producer may, at any time and in its sole and absolute discretion, add, remove or replace participants (including me) for any reason whatsoever, including if Producer determines in its sole and absolute discretion that any participant is not mentally or physically fit to continue as a participant in the Program. I shall notify Producer prior to participating in the Program of any physical, medical or mental condition that might affect me or any other people (including, without limitation, Producer and other participants). Any information obtained by Producer hereunder may be used (a) for evaluation of my application to participate in the Program, (b) for purposes of selecting participants in the Program, and (c) for any other purposes designated by Producer. If I am chosen as a participant or as an alternate, any such information may be used, broadcast, exhibited, distributed, advertised, publicized, promoted or otherwise exploited by Producer as part of the Program or otherwise, as Producer determines in its sole and absolute discretion. Without in any way limiting the foregoing, I understand and agree that any such information may be disclosed to other participants in the Program, and may be disclosed on-camera.

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3. I understand that if I am selected to participate in the Program, I will be separated from my family, friends and my regular environment during the period of production ("Production Period") currently contemplated to commence on the first day of production and at Producer's discretion and continue for approximately sixteen (16) weeks, however, such schedule is subject to change and extension by Producer in its sole and absolute discretion, and I will be required to reside, sleep, live, travel and otherwise conduct my affairs with other members of the real world "cast" (and possibly certain production staff members) at various locations (collectively, the "Location"), along with the other participants, and have all of my actions and statements videotaped and recorded, for up to twenty-four (24) hours a day for a period of approximately sixteen (16) weeks but such schedule is subject to change and/or extension at Producer's sole discretion. For purposes of this Agreement, the term "Location" shall include any accommodations furnished by Producer or its representatives in connection with my participation in the Program. I understand that the Location may change from time to time in accordance with the production schedule and at the sole discretion of Producer and I further agree to participate in such filming at other locations, as Producer shall reasonably require. Additionally, it is agreed that as a material part of this Agreement, I shall participate in a job to be designated by Producer (the "Job") where I shall be required to work a designated number of hours per day for a designated number of weeks under the direction of the Job's supervising staff and Producer. Job hours, days and salary shall be determined at Producer's sole discretion. I agree to abide by all Job rules, regulations and obligations and agree to execute and/or provide any further documents the Job may require me and/or which are necessary for my participation in the Job. I understand and agree that my participation in the Job arranged for me by Producer is a material part of this Agreement and the termination or refusing to follow the rules of such Job shall be grounds for immediate termination in the Program at Producer's sole discretion. In the event I am terminated from the Job arranged for me by Producer, I shall vacate the group living quarters within twenty-four (24) hours after written notice of said termination has been delivered to me, with no further payment due me beyond the last week that I participated in the Program's production at the Location. I represent and warrant that my personal and professional commitments will not interfere with these requirements, and that I will comply with these requirements if I am chosen as a participant. Producer shall have the exclusive and irrevocable option to terminate my participation in the Program, exercisable at its sole and absolute discretion, with or without cause, upon notice to me. In the event that Producer elects to terminate my participation hereunder, I agree that there will be no further compensation due me beyond what was due me prior to such termination. Upon notice of such termination, I shall immediately remove myself from the Location. In addition, in the event that Producer elects to terminate my participation hereunder, Producer shall provide me with a return airline ticket or other appropriate transportation from the then Location to my residence. In the event of such termination, the provisions of this Agreement including but not limited to, relating to confidentiality, grant of rights, ownership of rights, restriction on use of trademarks, releases, and representations, warranties and indemnities, shall remain binding upon me. I acknowledge and agree that any potentially illegal behavior, including but not limited to, drug use or assault, at any and all times during the Production Period defined above and at any and all Locations during the term of this Agreement, will result in my immediate termination. I agree that at no time will I threaten, encourage or engage in any type of physical confrontation or assault with any person or persons connected with the Program. I further understand and agree that I am responsible for my own actions before, during and after my participation in the Program. I understand that,

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during the Program, participants may be removed from and added to the Program at times and pursuant to procedures determined by Producer in its sole and absolute discretion. For these and other reasons, the conditions surrounding the production of the Program may expose me to severe mental and emotional stress, both during and after my participation in the Program. I voluntarily and fully accept and assume these risks and understand and acknowledge that the waivers, releases and indemnities in this Agreement expressly apply to these risks and any and all consequences of these risks.

4. I understand that Producer, directly and/or through independent contractors, may provide various services and equipment in connection with the Program and its participants. These services and equipment may include, but are not limited to, preparation for the Program; transportation to, from and about the sites of the Program (whether via helicopter, commercial airliner, private aircraft, train, boat, ground transportation or otherwise); provision of food and/or water; furnishing equipment; the supervision of certain other activities; emergency and rescue equipment and services; and medical and first aid services. I acknowledge and agree that any medical procedures, if any, offered to me in connection with my participation in the Program may involve calculated risks of complications, infection, disfigurement, injury or even death, from both known and unknown causes, and no warranty or guarantee has been made as to the result of such procedures, and I assume all risks with respect thereto. I also acknowledge and agree that no warranty, representation or guarantee has been made as to the qualifications or credentials of the medical professionals performing such procedures, or their ability to diagnose medical conditions that may affect my fitness to participate in the Program. I acknowledge and agree that, should I undergo the medical treatment or procedures by any medical professional whether or not provided by Producer, Producer is not responsible for any costs in connection with or arising from such treatment or procedures. I acknowledge that neither Producer nor any contractor or employee providing equipment or services in connection with the Program has made any warranties whatsoever in respect to equipment or services furnished by them in connection with the Program or otherwise used by any participants, and that there are no warranties of any kind from anyone regarding the equipment's fitness or services or suitability for use for any purpose in connection with the Program. I hereby waive any right I might otherwise have to warnings or instructions regarding any aspect of the Program or the equipment or services utilized in connection therewith. I acknowledge that the foregoing is not an exhaustive list of the risks, hazards and dangers I will be exposed to as a result of the Program activities, and I voluntarily and freely accept and assume these and all such other risks, hazards and dangers I may encounter or be exposed to and understand and acknowledge that the waivers, releases and indemnities in this agreement expressly apply to all risks, hazards and dangers.

ASSUMPTION OF RISK AND ACKNOWLEDGMENTS

5. I am aware that the activities in which I may participate in connection with the Program, including, without limitation traveling by air (whether via helicopter, commercial airliner, glider, private aircraft or otherwise), train and/or automobile, motorcycle, horseback riding, jogging, bicycling, using exercise and/or weight equipment, skydiving, parasailing, snorkeling, swimming, bungee jumping, jet skiing, amusement park activities, rock climbing, engaging in contact sports, hiking, kayaking and boating, may be hazardous activities, and I am voluntarily participating in the Program and related activities with full knowledge, appreciation

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and understanding of the dangers and personal risks involved, and hereby agree to accept and assume any and all risks of participating in participant selection and/or in the Program including but not limited to, illness, serious personal injury, death and/or property loss. Further, I understand and acknowledge that, while conduct giving rise to such situations might otherwise constitute an actionable tort, I have freely and knowingly consented to such conduct.

6. I acknowledge that no representations or warranties of any kind whatsoever have been made to me by Producer regarding my qualifications or ability to participate in the Program or regarding any of the equipment or services to be used in connection with the Program by me or other participants. I will use the equipment or services entirely at my own risk.

7. I acknowledge that Producer has made no representations or warranties of any kind whatsoever to me regarding other participants, including but not limited to, the mental or physical health of such participants or their career, financial history, education, or medical/emotional or personal history. I understand and acknowledge that Producer may or may not screen or conduct background checks or investigations of the other participants or any other person who appears, or may appear, on the Program (including an investigation of any person's medical, professional or criminal history), and Producer has no duty to conduct such investigation. In the event Producer chooses, in its sole and absolute discretion, to conduct background checks on other participants, Producer has no obligation to share the results of such background checks with me. I further understand and acknowledge that Producer cannot control and is not responsible for, the events, which transpire, or allegedly transpire, during any transaction between myself and other participants or any other person on the Program. I agree to maintain my behavior and any interaction between myself and other participants or any other person on the Program in accordance with all applicable laws and generally accepted social practices. I understand there are risks in any such interaction, including but not limited to, the possibility of consensual and non-consensual physical contact, which could result in could result in my contracting any type of sexually transmitted disease, including, without limitation, HIV/AIDS, gonorrhea, herpes, syphilis, pelvic inflammatory disease (PID), Chlamydia, scabies (crabs), hepatitis, genital warts, and other communicable and sexually transmitted diseases or Pregnancy, etc. Participant further understands and acknowledges that neither Producer nor any other party has represented to Participant that any other participant is or will be free of HIV, herpes, hepatitis or any other sexually transmitted disease. I expressly agree and affirm to Producer that I will conduct myself with the care, good judgment and discretion that an aware and reasonable person would ordinarily exercise in similar situations. The waivers, releases, and indemnities in this Agreement and any other agreement that I may execute in connection with the Series expressly apply to any contraction by me of any sexually transmitted disease or any other disease in connection with my participation in the Series.

GRANT OF RIGHTS

8. I hereby irrevocably grant to Producer the right (a) to interview me, as many times and for such periods of time as Producer requests in its sole and absolute discretion, and to videotape, film and otherwise record such interview(s) and my statements and appearances therein, including but not limited to, my name, voice and likeness (during the casting phase and

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Production Period), and (b) if I am selected by Producer to be a participant in the Program, to videotape, film, portray, photograph and otherwise record me and my actions and record my voice and other sound effects in connection with the production of the Program (including the casting process). Any such interview(s), any and all information I have supplied or may supply in such interview(s) and in the application process or otherwise (including biographical information, photographs and videotapes of me and/or others, and any other materials), any and all other information Producer has received or will receive from other sources, my appearance, actions, voice and sound effects in connection with the Program (including without limitation, any act, poses, plays, vocal, instrumental, performances, musical and other sound effects, and compositions of any kind or nature), and the results and proceeds of my participation in the Program (including without limitation me, my actions, voice and sound effects at the Locations of the Program), and any reproductions or recordings of any nature of any of the foregoing, in whole or in part, shall be referred to as the "Material." The Material shall also include without limitation, any and all material that I may create or participate in the creation of in connection with the Program, including without limitation any photographs (still or moving) or, emails I write, websites I create, video or sound recordings performed, made or taken by me during my participation in the Program. I acknowledge that all results and proceeds of my services are being specially ordered by Producer as a contribution to an audiovisual work, and shall be a "work made for hire" for Producer, and therefore Producer shall be the author and copyright owner thereof, pursuant to the United States Copyright Act and all other applicable laws, rules and regulations. In the event the results and proceeds of my services hereunder or any of such Material(s) are not deemed "works made for hire," I hereby assign to Producer and its successors, licensees and/or assigns, the entire copyright and all other rights of whatsoever nature in and to such Material(s) (and where such Material(s) are not in existence at the date hereof, by way of present assignment of future copyright and all other rights), throughout the world for the full period of copyright and all renewals and extensions thereof and thereafter. The Material, including the copyright and all other rights therein, shall be the sole and exclusive property of Producer, and in consideration of Producer's considering me to be a participant on the Program, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby grant and assign to Producer all rights of any nature in and to the Material. I understand and agree that no additional payments, residuals, reuse fees or otherwise shall be made to me with respect to Producer's use of the Material. The Material may be used, broadcast, exhibited, distributed, advertised, publicized, promoted or otherwise exploited by such means and for such purposes (including without limitation, merchandising, and commercial and non-commercial publishing) and in any and all media, now known or hereafter devised (including, without limitation, television [whether free, pay, cable, satellite or otherwise], theatrical, non-theatrical, cassettes, discs and other home video devices, radio, the including, without limitation, the digital, mobile and Internet platforms and other on-line or computer-assisted media, and print media) as Producer designates, throughout the universe, in perpetuity, at any time and from time to time, whether as part of the Program or otherwise. The Material may be edited, cut, rearranged, adapted, dubbed or otherwise revised or modified for any such purposes by Producer in its sole and absolute discretion, and I waive the exercise of any "moral rights" and "droit moral" and any analogous rights however denominated in any jurisdiction of the world. Producer will own any so-called "rental and lending rights" or similar rights. I hereby grant to Producer the perpetual and worldwide right to use my name, sobriquet, likeness (actual or simulated), appearance, photograph, caricature, voice and biographical

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material in connection with the development, production, exhibition, advertising, publicity, promotion, merchandising and other exploitation of the Material, whether as part of the Program or otherwise, or in connection with the exploitation of any subsidiary and ancillary rights therein, Producer's business activities and the business activities of the networks, stations, sponsors, and other exhibitors, assignees and licensees of the Material and/or the Program for any purpose including without limitation, for any commercial purpose whatsoever, including but not limited to, product endorsement, related or unrelated to the Program. I agree that any telecast or other exploitation of the Material or any rights therein, whether as part of the Program or otherwise, will not entitle me to receive any consideration. Without in any way limiting the foregoing, I acknowledge and agree that Producer and its successors, assigns, and licensees shall have the right to use the Materials, any part or element of the Materials, my name, sobriquet, likeness (actual or simulated), photograph, caricature, voice and biographical material in and in connection with advertisements, promotions and publicity for the Program, for Producer, and for stations and other persons and entities broadcasting or otherwise exhibiting the Program. All Material used by me in connection with the Program shall be subject to Producer's prior written approval. Notwithstanding the above, if I shall perform or display any original music, writings, photography (still or moving) or other materials created by me in the Program, it is understood and agreed that I shall have the non-exclusive right to continue to use all of my own original material in all media forever, and that I shall own the underlying copyrights in my original materials, subject to Producer's rights to use the same as hereinabove provided. In the event of a breach or termination of my services pursuant to this Agreement, the terms of this provision shall remain binding upon me. I further understand and agree that I may appear on the programs entitled "Road Rules" and the Challenges. I also acknowledge and agree that in the event I do appear on "Road Rules" or the Challenges, the terms of this Agreement shall apply to such appearance.

PARTICIPATION

9. If I am selected by Producer to be a participant in the Program, I agree to participate as a participant in connection with the production of the Program as and to the extent required by Producer on such dates and at such Locations as Producer shall designate in its sole and absolute discretion, and which dates and Locations Producer may change in its sole and absolute discretion. I also agree that from the actual date of the initial airing of the final episode of the series until one (1) year from that date, I agree to be available and to participate (without additional compensation to me, but at Producer's sole expense) as and where Producer may require in connection with publicity, interviews and similar matters (e.g., to appear on news shows, talk shows and other programs, still photography sessions, online blogging, messaging, chatting, on-line, radio and tapings of advertising and promotional spots and to make other appearances as required by Producer) in connection with the Program as and when designated by Producer in its sole and absolute discretion (whether before, during or after production of the Program). I agree to participate in interviews, still photography sessions, taping of advertising and promotional spots, and/or post-production consultation sessions (which sessions may be filmed, taped or otherwise recorded) regarding my experiences and perceptions during production of the Program, at times and locations to be determined by Producer in Producer's sole and absolute discretion. I further agree that, for a period commencing on the date of this Agreement and concluding one (1) year after the initial television exhibition of the last episode

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of the Program, I shall not grant any additional interviews to any third parties, nor shall I appear on or authorize production of or participate in any way with any other television, internet or cable programming, commercials or advertisements, radio programming, or in any print media, Internet/on-line services (including but not limited to, chat rooms, blogs, message boards, and the like), or any other media outlet, now known or hereafter devised, without Producer's prior written approval.

10. I hereby agree to participate and abide by the following Program rules:

(a) I acknowledge and agree that all Program rules are subject to change by Producer in its sole discretion and control at any and all times. I further agree and acknowledge that the decisions of Producer on all discretionary matters (including but not limited to, cast member selection) shall be final.

(b) I hereby acknowledge that Producer will be providing me with transportation (including but not limited to, airline transportation) to and from the Location as defined below. In the event that Producer is caused to provide alternative travel arrangements due to my intentional or negligent acts, or due to my withdrawal in connection with the Program, I hereby acknowledge and agree that I shall be solely responsible for all costs associated with making those alternate travel arrangements. I hereby understand and agree that the total cost for the alternate travel arrangements shall be deducted from my Consideration hereto.

(c) I agree to follow and obey any Program rules and instructions instituted or announced by Producer (as they may be changed, modified or amended by Producer in its sole and absolute discretion from time to time). I understand that failure to comply with any such rules or instructions may result in my immediate disqualification from the Program in Producer's sole and absolute discretion. The waivers, releases, and indemnities set forth in this Applicant Agreement and Release and any other agreement that I may execute in connection with the Program expressly apply to any such disqualification or failure to qualify. I shall immediately report to Producer any violations of such rules by any other participants. Producer's decisions on all matters (including participant selection and decisions regarding the creation and implementation of terms, conditions and rules governing the Program) shall be within Producer's sole control and shall be final and binding on me in all respects and shall not be subject to challenge or appeal. In addition, if any activity on the Program is halted for any reason, I shall abide by Producer's decision regarding the resumption of the activity. I understand that Producer reserves the right, in its sole and absolute discretion and at any time, to change, add, delete from, modify or amend the terms, conditions and rules affecting the conduct of the participants on the Program, the Program activities and the termination of participants from the Program, and I agree to be bound by the terms, conditions and rules as modified by Producer.

11. I understand that photographs, film, tape, audio, videotape, and other recordings of my actions and statements, and the actions of the other participants in the Program, will be made using concealed cameras and other devices located throughout the Location and elsewhere, up to twenty-four (24) hours per day, seven (7) days per week, during the casting process and while I am at the Location, and I expressly agree to any such recordings. I acknowledge and understand that the film, tape, audio and other recordings that will be made of me in connection with the

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Program could, in other circumstances, be considered a serious invasion of my privacy. I hereby give my express, unconditional and irrevocable permission to Producer to fully exploit all materials made using any type of filming or recording equipment, including without limitation, concealed cameras and other devices, irrespective of whether my privacy has been or will be invaded by the making or exhibition of such materials and irrespective of whether such materials violate any other rights I now hold or may hold in the future.

12. I understand that, in and in connection with the Program, I may reveal and/or relate, and other parties (including without limitation, other participants or Producer) may reveal and/or relate information about me of a personal, private, surprising, defamatory, disparaging, embarrassing or unfavorable nature, and that my actions and the actions of others appearing in the Program may be embarrassing or of an otherwise unfavorable nature that may be factual or fictional. I further understand that my appearance, depiction, and/or portrayal in and in connection with the Program (including without limitation, the title of the Program), and my actions and the actions of others displayed in and in connection with the Program, may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature, may expose me to public ridicule, humiliation or condemnation, and may portray me in a false light. I further understand and agree that during my appearance, Producer, in its sole and absolute discretion, may require me to wear clothing, costumes, accessories, and/or makeup selected by Producer and I agree to do the same. I further understand that any negative information regarding me that Producer may disclose during the Program may be more or less favorable than similar information disclosed by Producer regarding other participants. I acknowledge and agree that Producer, and any television station or channel, cable network, or satellite network that airs the Program, and any of their licensees, successors and assigns, shall have the right (but not the obligation): (a) to include any such information and any such appearance, depiction, portrayal, actions and statements in the Program, as edited by Producer in its sole and absolute discretion, and in any and all forms of advertisements, promotions and publicity for the Program and for Producer (the "Advertisements"), and (b) to broadcast and otherwise exploit the Program and the Advertisements containing any such information and any such appearance, depiction, portrayal or actions (which, for the avoidance of doubt, shall all constitute "Material" as set forth herein). I understand and acknowledge that, while such conduct might otherwise constitute an actionable tort, I have freely and knowingly consented to such conduct. The waivers, releases and indemnities in this Agreement and any other agreement that I may execute in connection with the Program expressly apply to any such inclusion and exploitation.

13. In connection with my participation in the Program, I shall not infringe upon or violate the rights of any other person or entity (including without limitation, any other participant). I shall not cause injury or harm to the person or property of any other person, including without limitation, any other participant, and will abide by all participant rules of conduct, as well as all applicable U.S., state and local laws, rules, regulations, codes and ordinances, and the laws, rules, regulations, codes and ordinances in effect in any location I visit outside of the United States, if applicable. I understand that while participating in the Program, I will be subject to the laws in effect in each of the places I visit. I understand that violating any such law may result in the imposition of criminal and/or civil penalties for which I will be solely responsible. I agree to refrain at all times from all forms of violence against and intimidation of other participants, of any employees, agents or other representatives of Producer, and of any

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other person. The waivers, releases, and indemnities in this Agreement and any other agreement that I may execute in connection with the Program expressly apply to any criminal and civil penalties that may be imposed on me, and to any disqualification of me by Producer as a result of my failure to obey the Program rules (as amended or modified by Producer, in its sole and absolute discretion, at any time or from time to time) or applicable law.

14. I understand and agree that a discontinuation or withdrawal from the Program will not affect any of the rights assigned by me or any of the covenants, agreements, waivers, releases or indemnities made by me in this Agreement. In addition, I acknowledge and agree that any such discontinuation or withdrawal must occur on camera and will be recorded, and that any Material obtained by Producer prior to such discontinuation or withdrawal and any Material relating to any such discontinuation or withdrawal, may be used, broadcast, exhibited, distributed, advertised, publicized, promoted or otherwise exploited by Producer as part of the Program or otherwise, as Producer determines in its sole and absolute discretion. A discontinuation or withdrawal from the Program will make me liable to Producer in damages and subject to all legal remedies including but not limited to, injunctive relief, at Producer's discretion. Also, in such event I may be required to reimburse Producer for certain travel expenses incurred on my behalf.

15. I agree not to damage in any way any equipment, wardrobe or other materials furnished and/or used by Producer in connection with the production of the Program. I will not tamper with or hinder in any way the technical equipment that is used for purposes of recording me and the other participants, or any equipment used by me or other participants in connection with the Program.

CONSIDERATION

16. (a) In complete consideration for my participation in the Program and all rights granted by me in connection with this Agreement, and provided that I am not in breach of this Agreement, for the duration of my active participation in the Production Period of the Program, Producer shall furnish me with joint living quarters with other cast members at the Location, pay for all utilities except long distance telephone charges. I acknowledge that I will be responsible for any long distance phone charges made by me in these Locations during the Production Period, and shall reimburse Producer upon request. If I fail to so reimburse, Producer shall have the right to deduct such charges from my Consideration hereof. I hereby acknowledge that Producer will be providing me with access to and temporary use of vehicles, props and trade-out items, including but not limited to wardrobe. I understand that I shall be fully responsible for said objects and in the event that any of the above-referenced objects break or are damaged while in my possession due to my intentional or negligent acts, I hereby agree to be solely responsible for all costs associated with the repair or replacement of such objects, including but not limited to, any and all parts related thereto. I also agree to be fully responsible for any damage to the Location or the furnishings, artwork or contents thereof either caused by me or my invitee(s), and Producer, in its sole and absolute discretion, may deduct the cost of repair or replacement from my Consideration hereof, and I agree to indemnify Producer so far as the Consideration is inadequate. In addition, I hereby understand and agree that in the event that any damage whatsoever is done to the Location or property of the production (equipment, and

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the like) (collectively, "Property") including but not limited to, items being stolen from the Location, and the person responsible does not accept responsibility, is not identified or is otherwise not reported to Producer, the total property damage shall be deducted from my Consideration on a pro-rata basis with all other cast members. Furthermore, I acknowledge and agree that my failure to abide by the rules set forth by Producer, in its sole and absolute discretion, including without limitation the terms of this Agreement and those rules concerning my duties at the Location, shall entitle Producer to make deductions from my Consideration, the exact sum to be determined by Producer in its sole and absolute discretion.

(b) Should Producer exercise its option to select me as a participant and produce the Program, Producer shall also provide me with nominal consideration (the "Consideration") to help defray some of my costs associated with participating in the Program, including without limitation, costs relating to obtaining health insurance. Producer shall pay me the sum of Three Hundred Dollars ($300) per week for each shooting week which shall be payable upon completion of production of the Program. If I am terminated, eliminated or withdraw from the cast, there will be no further amount due me other than what is accrued per shooting week prior to my termination and/or withdrawal.

(c) In the event my participation in the Program is terminated during the Production Period as a result of my illegal behavior or a material breach of this Agreement by me, the total Consideration as described above shall be prorated by the number of weeks I actually participated in the Program at the rate of Three Hundred Dollars ($300) per week of actual participation in the production of the Program at the Location. In the event my actual participation in the Program results in a partial week, the weekly rate above shall be prorated by the number of days I actually participated in the production of the Program at the Location. The Consideration provisions of this Agreement shall not apply should I be disqualified from participating or removed from the Program prior to or during the Production Period.

(d) I acknowledge and agree that the applicable consideration expressly set forth herein shall be in full consideration of my grant of rights and participation in the taping of the Program and it is acknowledged that such consideration is equitable and adequate to satisfy any entitlement to rental remuneration under the EC Rental and Lending Rights Directive. Producer's sole obligation is to provide me with the Consideration set forth in this Agreement. Further, Producer shall have no obligation to produce or exhibit the Program or to use or otherwise exploit the results and proceeds of my participation or the granted rights hereunder and I shall have no claim for loss of publicity or opportunity to enhance my reputation. Under no circumstances will any additional payment, including but not limited to residual, royalty, reuse or similar payments, be payable to me or on my behalf regardless of the manner and the extent to which Producer elects to exploit the Program or Productions (as defined herein) or the results and proceeds of my services hereunder.

17. (a) Except as include herein, I acknowledge and agree that I have granted to Producer the rights as set forth in this Agreement and my relationship to Producer is limited solely to that of a grantor of rights and not as an employee of Producer. I further agree that, if I am selected by Producer to be a participant, my appearance as a participant in the Program is not a performance and is not employment and is not subject to any union or guild collective

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bargaining agreement, and does not entitle me to wages, salary, corporate benefits, workers' compensation benefits, or other compensation under any such collective bargaining agreement or otherwise. I understand and agree that I shall be responsible for the payment of any and all taxes dues (including but not limited to income tax, sales tax, and the like) and any other amounts due or that may become due in connection with this Agreement. I also acknowledge and agree that I will be responsible for payment of all taxes and insurance and all other payments applicable on all amounts paid to me hereunder, including but not limited to, Social Security taxes, Federal, State and Local income taxes, disability, unemployment and workers' compensation insurance, and/or National Insurance or any amounts required by any applicable laws, regulations, or rulings. I agree to indemnify and hold harmless Producer and MTV Networks ("MTVN"), their affiliated entitles, successors, licensees and assigns from and against any and all taxes which I may be required to pay and any and all liabilities, including but not limited to judgments, penalties, fines, interest, damages, costs and expenses and reasonable attorneys fees which may be obtained against, imposed upon or suffered by Producer and/or MTVN, their affiliated entities, successors, licensees and assigns, which may occur by reason of my failure to pay any and all taxes required under any applicable Federal or State statute heretofore or hereafter enacted.

(b) Provided however that, solely for the purposes of workers' compensation statutes, I will be considered a special employee of RWP (as the terms "special employee" is understood for the purposes of workers' compensation statutes). My rights and remedies, if any, and those of my heirs, executors, administrators, successors and assigns, if any, against RWP and/or RWP's officers, directors, agents, employees, successors, assigns or licensees, by reason of injury, illness, disability or death arising out of or occurring in the course of my rendition of services hereunder shall be governed by and limited to those provided under such workers' compensation statutes, and neither RWP, nor RWP's officers, directors, agents, employees, successors, assigns or licensees, shall have any other obligation or liability by reason of any such injury, illness, disability or death. If the applicability of any workers' compensation statutes to the engagement of my services hereunder is dependent upon or affected by, an election on my part, such election is hereby made by me in favor of such application, it being expressly agreed that such remedies and liabilities afforded RWP are no less and no greater than had I been employed by RWP directly.

CONSENTS AND AUTHORIZATIONS

18. I understand and acknowledge that I am solely responsible for determining whether I am physically and mentally able to participate in the Program. I represent and warrant that I am in excellent mental and physical health. Without in any way limiting the foregoing, I represent and warrant that, to the best of my knowledge, I do not currently have any sexually transmitted disease. However, I acknowledge and agree that other participants in the Program may have one or more sexually transmitted diseases and other diseases. I acknowledge and agree that if I choose to engage in sexual activity with any of the other participants in the Program, or anyone else, at any time whatsoever, I do so at my own risk. The waivers, releases, and indemnities in this Agreement and any other agreement that I may execute in connection with the Program expressly apply to any contraction by me of any sexually transmitted disease or

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any other disease whether directly or indirectly related to or in connection with my participation in the Program.

19. I authorize Producer to investigate, access and collect information about me and any of the statements made by me in the applications, this Agreement, any supporting documents and any other document that I have signed or do sign 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. I irrevocably authorize Producer to secure information about my experiences from my current and former employers, associates, family members, educational institutions, government agencies, credit reporting agencies, and any references I have provided, or that are developed in the course of such investigation, and I irrevocably authorize such parties to provide information concerning me. I hereby unconditionally and irrevocably release and forever discharge all such parties and persons from any and all liabilities arising out of or in connection with their provision of any information whether the same be true or not in connection with any such investigation. I specifically authorize investigation of my employment records, medical records, and government records, including but not limited to, my motor vehicle records, criminal records and credit and/or consumer report(s). I acknowledge and agree that any such information obtained by Producer pursuant to this Paragraph or otherwise may be used for purposes of selecting participants in the Program. I further acknowledge and agree that any such information obtained by Producer pursuant to this Paragraph or otherwise may be described or otherwise related in and in connection with the Program and to other participants in the Program.

20. (a) I specifically authorize Producer, its agents, employees, representatives, and contractors to enter any and all areas of my place of residence and/or work ("My Property") with my knowledge and consent which consent I hereby grant, and I hereby agree to grant Producer access to any place, to the extent within my control, and to cooperate fully with Producer in obtaining access to other places, to (a) obtain information about me and/or (b) make photographs, films, or recordings of any of My Property and any and all materials and individuals located in, on, or about any of My Property. I further agree to cooperate fully with Producer in obtaining access to, and if necessary, releases from, other persons involved with the Materials or my Life Story, including but not limited to my parents, siblings, boyfriend/girlfriend and friends, whether past or current. Such executed releases shall be provided to Producer prior to my interview as referred to herein. I further authorize Producer to take from any of My Property any material that Producer may discover there, so long as Producer returns any such material to me upon the completion of taping of the final episode of the Program in which I participate. I acknowledge and agree that any and all information or materials obtained by Producer pursuant to this Paragraph or otherwise may be described or otherwise related in and in connection with the Program and to other participants in the Program. All rights of every kind in and to all photographs, film and recordings made on My Property shall be and remain vested in Producer, its licensees, successors, and assigns, including without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with the Program or any other production of any kind, including without limitation, the production, distribution, exhibition, advertising, publicizing, merchandising, or other exploitation of the Program, in whole or in part, throughout the universe, in any manner, by any method, and in any and all media, whether currently existing or hereafter developed (including, without limitation, the Internet platforms, digital media, mobile), in perpetuity. I hereby agree to grant Producer access

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to any place, to the extent within my control, and to cooperate fully with Producer in obtaining access to other places involved with the any of my biographical material. I agree to refrain from patronizing businesses or seeking refuge in places the Program cameras and/or production crew are not allowed access.

(b) I hereby acknowledge that Producer maintains electronic communication systems (notably e-mail) within the Location(s) to facilitate communications. These systems, including the equipment and the data stored in the systems and all messages created, sent, received or stored are and remain at all times the property of Producer. I hereby acknowledge and agree that Producer reserves the right to retrieve, review and broadcast any e-mail messages composed, sent or received on the systems at its discretion, and also reserves the right to monitor the e-mail system at its discretion. Therefore, the privacy of messages cannot be ensured to anyone, including third parties with whom I correspond or from whom I receive correspondence.

(c) I will not bring, and will not permit my acquaintances to bring, any illegal drugs, weapons, contraband or other illicit items to the Location of the Program, and I will not engage in, and will not permit my acquaintances to engage in, any illegal activities at the Location. I also agree not to bring with me to the Location any items not approved by Producer in its sole and absolute discretion, including (without in any way limiting the generality of the foregoing) any dangerous or illegal items ("Prohibited Items"). I shall not bring to the Location or use any cameras, videotapes, records, or other recording devices or equipment at the Location. I further understand that any valuables brought to the Location and any loss or damage to same shall be my sole responsibility. Producer may (a) inspect all of the items I bring with me to the Location or any other locations and conduct a search of me and confiscate the Prohibited Items, and (b) conduct a thorough search for all such Prohibited Items. Producer will not return any Prohibited Items that Producer does not approve in its sole and absolute discretion. I also understand and acknowledge that Producer has a "zero tolerance" drug policy and the above clause shall be understood to mean that the use of <u>any</u> illegal drugs <u>anywhere</u> and at <u>anytime</u> during the Production Period shall be grounds for immediate termination from the Program. I further understand and agree that to the extent permitted by local law and at the sole discretion of Producer, with no prior notice to me, I may be required to submit to a urine drug screen test and/or blood test.

21. In case of an emergency, I authorize Producer to arrange for or provide such medical assistance to me as it determines necessary. I also authorize any licensed physician, health care personnel and/or medical facility to provide any medical/surgical care and/or hospitalization of me, including anesthetics, which such licensed physician, health care personnel and/or medical facility determines necessary or advisable, pending receipt of a specific consent from me. I authorize any reasonably necessary care by paramedics. In connection with the foregoing, I also agree to execute a copy of the Emergency Medical Release attached hereto as <u>Exhibit A</u> and which forms a part of this Agreement.

FURTHER DISCLOSURES, COVENANTS, REPRESENTATIONS AND WARRANTIES

22. I am at least eighteen (18) years of age.

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23. I am a legal resident of _____ (city/state/country).

24. I currently reside in _____ (city/state/country).

25. I have a valid passport which has an expiration date after the end of my intended participation in the Program and there are no restrictions on my ability to travel outside of the United States.

26. I will not change my physical appearance from the time of the beginning of casting until the completion of the Program without the express knowledge and permission of Producer.

27. I am not a candidate for public office and will not become a candidate until one (1) year after the initial television exhibition of the last episode of the Program or my appearance on any reunion or related episode or program, whichever is later, if I am selected as a participant in the Program.

28. The following are ALL of the television game or reality shows on which I have EVER appeared (attach additional pages if necessary): (If none, insert "NONE.")

Name of Show	Tape Date	Air Date

29. The following are ALL of the television game or reality shows for which I have applied to be a contestant or participant within the last year (attach additional pages if necessary): (If none, insert "NONE.")

_____

_____

_____

30. The following are ALL of the magazines, publicly disseminated photographs and advertisements (including without limitation, publications on the Internet) in which I have appeared (attach additional pages if necessary): (If none, insert "NONE.")

_____

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31. I will immediately notify Producer if I apply to be a contestant or participant on any other game or reality show while still being considered for the Program or after being selected to be a participant in the Program.

32. The following are the only court proceedings (criminal and civil) to which I have

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been a party: (Please include all information pertaining to the criminal charges including without limitation the dates of said proceedings, the jurisdiction and the ultimate outcomes):

_____

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33. If I am a member of a performing arts union or guild, the name(s) of my guild(s) are as follows (and if none, please write "None" in the space below) (attach additional pages if necessary):

_____

_____

_____

34. I acknowledge that although Producer does carry some insurance for my participation which may include accidental death and/or dismemberment and/or excess accident medical expense, I hereby acknowledge that Producer recommends that I maintain my own accident and health insurance, and verify that any losses or injuries that may occur during my participation in the Program will be covered under such insurance. Although not required as a condition to my participation in the Program, as between Producer and myself, I acknowledge that should I elect to maintain such insurance, I alone am responsible for maintaining accident and health insurance to cover any medical expenses, bodily injury and/or personal property damage, as well as any insurance to cover my short-term or long-term disability from any injury and any insurance to cover my death.

35. If I am professionally trained, or have appeared, as an entertainer, a description of my training or appearance(s) follows (attach additional pages if necessary): (If none, insert "NONE.")

_____

_____

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36. If I am a member of a performing arts union or guild, the name(s) of my guild(s) are (attach additional pages if necessary): (If none, insert "NONE.")

_____

_____

_____

37. I warrant that I have the full right, power and authority to and am free to enter into and fully perform under the terms of this Agreement and that there is no existing obligation or disability, created by law or otherwise, which would prevent or restrict me from entering into and fully abiding by the terms of this Agreement. I have not entered into any other agreement, nor will I enter into any other agreement during the term hereof, nor have I done nor will I do

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any act or thing which in any way prevents, hampers, conflicts or interferes with the full and complete performance of my obligations to Producer granted by me hereunder.

38. I represent and warrant that I am not currently pregnant as of my signature of this Agreement, and I agree that I shall not become pregnant prior to completion of my participation in the taping of the Program. In the event I find out that I am pregnant at any time after signing this Agreement or during my participation in the Program, I hereby agree to disclose said condition to Producer immediately. In the event I do become pregnant during the Program, Producer shall have the right, in its sole and absolute discretion, to terminate me from further participation in the Program.

39. Selection of participants shall be made by Producer based on such criteria, as Producer shall determine in its sole and absolute discretion, which may be subjective. Producer is not obligated to select me, even if I meet all eligibility requirements and all criteria for selection. Producer's decision regarding the selection of participants is final, binding and not subject to challenge or appeal. If I am selected, Producer is not obligated to have me appear on the Program, and Producer shall have the right at all times and in its sole and absolute discretion to remove or replace me as a participant in connection with the Program for any reason or no reason. Even if I am selected, and even if I participate as a participant on the Program or any part thereof, Producer is not obligated to broadcast or otherwise use or exploit the Program or any part thereof. Producer is not obligated to broadcast or otherwise use or exploit the Program, the Material or any part thereof, and Producer may broadcast the Program with or without the Material, my participation or any portion thereof, as Producer may determine in its sole and absolute discretion.

40. I understand and acknowledge that Producer may cancel production of the Program at any time, for any reason, in its sole and absolute discretion, without any obligation to me whatsoever, other than to pay me any Consideration amounts payable to me hereunder in connection with my participation and prior to the date of cancellation.

41. All materials used by me in connection with the Program shall be subject to Producer's prior approval. If I perform or include any music (other than music supplied to me by Producer) as part of my appearance in the Program, then I represent and warrant that I have obtained all rights, including synchronization rights, necessary for Producer to exploit the Program inclusive of such music, provided however, that this representation and warranty shall not apply to non-dramatic performing rights in music to the extent that they are controlled by BMI or ASCAP or to the extent that such music is in the public domain. I grant Producer the right to record, reproduce and publicly perform such music, as is necessary to produce, tape, broadcast, and promote the Program. I waive all claims to and agree that I shall receive no royalties of any kind now or in the future from Producer for the use of such music on the Program, including without limitation, copyright, public performance, mechanical or synchronization royalties. If I display in the Program or submit to Producer for display in the Program any photographs, published works and/or other artistic or other copyrightable materials, then I represent and warrant that I have obtained all of the rights, clearances and releases necessary for Producer to exploit said materials in the Program, in the Advertisements and otherwise pursuant to Producer's rights hereunder. Nothing in this Agreement shall ever be

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construed to restrict, diminish or impair the rights of Producer or me to utilize freely, any work or media, any story, idea, plot, theme, sequence, scene, episode, incident, name, characterization or dialogue which may be in the public domain, from whatever source.

42. I further understand and agree that I am prohibited from wearing any apparel in the Program, including but not limited to, shirts, pants, shorts and hats, that contain any recognizable logos or trademarks unless such apparel has been specifically provided to me or approved in advance by Producer. I also agree to wear any apparel and/or use any equipment if requested to do so by Producer.

43. I shall not at any time use any of Producer's or MTVN's (including those of MTVN's affiliates, successors and assigns) names, logos, trade names or trademarks including but not limited to, MTV: MUSIC TELEVISION, M2, VH-1, NICKELODEON, NICK-AT-NITE, COMEDY CENTRAL, BUNIM/MURRAY PRODUCTIONS, the title of the Program and any other programs of Producer and/or MTVN, or those of any of Producer's or MTVN's related companies, in connection with any kind of advertising, promotion, publicity, merchandise, tie-in, or other product or service.

44. I shall not mention or "plug" any commercial product, service, venture or thing on the Program, including the name of my employer. I am not, and no one acting on my behalf is, giving or receiving, nor have I or anyone acting on my behalf given or received, any monies or other valuable consideration in connection with my appearance on the Program, and I have not authorized and will not authorize, and no one acting on my behalf has authorized or will authorize, anyone else to do so. I am aware that payment or acceptance of, or agreement to pay or accept, any money or valuable consideration for the appearance of any person or the mention of any thing on the Program without disclosure to Producer and the broadcasters prior to broadcast is a federal offense punishable by fine and/or imprisonment. I agree that if anyone tries to induce me to make any such product mention or placement or to do any such act or accept any such money or consideration, I shall immediately notify Producer.

45. I acknowledge and agree that all of the information (of every kind and nature whatsoever, whether on or off-air) that I have provided to Producer is true, accurate, and complete. I agree that Producer may disclose any and all of the information provided by me or provided by others about me to any person for any purpose, on or off-air. I understand and acknowledge that providing false or incomplete information to Producer may result in my disqualification and/or elimination from the Program in Producer's sole and absolute discretion.

46. Producer may freely assign this Agreement and all rights of Producer under this Agreement, and delegate any of Producer's obligations to me with respect to my participation in the Program, and any assignee or delegate may further assign or delegate its obligations. Upon any such assignment or delegation, Producer shall have no further obligation to me under this Agreement or in connection with the obligation that is delegated. I may not assign this Agreement without Producer prior written consent.

CONFIDENTIALITY AND LIFE STORY RIGHTS

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47. I consent to the use of my name, voice, photograph and/or likeness by Producer, any television station or channel, cable network, or satellite network that airs the Program, and each of their respective parent, affiliated and subsidiary companies for advertising and promotional purposes, without any compensation, except where prohibited by law. I understand and agree that all publicity in connection with the Program is under the sole control of Producer and any television station or channel, cable network, or satellite network that airs the Program. Except as specifically provided herein or as otherwise authorized by Producer, I will not myself, or authorize others to, advertise or promote my participation in the Program or receive or generate any monetary advantage from my participation in the Program. Without in any way limiting the foregoing, I will not myself, or authorize others to, prepare or assist in the preparation of any written work, any audio work, and/or any visual work that depicts, concerns or relates in any way to my participation in the Program. Therefore, I agree to consult with Producer regarding any and all publicity (including but not limited to, television, radio and print interviews) in connection with my involvement and/or appearance on the Program and shall not consent to any publicity without the prior approval of Producer. I agree not to disclose to any third party or entity any confidential information, including but not limited to description and/or outcome of missions, possible changes in the cast, information about the final reward to which I have had or will have access concerning the Program, the Productions, Producer, or its programming or other services or any projects or productions whether past, current or future, or the terms and conditions of this Agreement executed as required to fulfill my obligations hereunder, as expressly permitted by Producer in writing or as required by law. I agree also not to make any statement to any media service including but not limited to, television, magazine, radio and Internet sites with respect to the Program or any project or productions whether past, current or future, without Producer's prior written approval. I recognize that a breach by me of this Paragraph would cause Producer 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 shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this Paragraph by me. I also recognize that proof of damages suffered by Producer in the event that I breach this Paragraph will be costly, difficult, or inconvenient. Accordingly, I agree to pay Producer the sum of **One Million Dollars ($1,000,000.00)** per breach plus disgorgement of any income that I may receive in connection with my breach as liquidated damages in the event I breach this Paragraph prior to the initial broadcast of the final episode of the Program. I agree that **One Million Dollars ($1,000,000.00)** plus disgorgement of any income that I may receive in connection with my breach is a reasonable estimate of the amount of damages Producer is likely to suffer in the event I breach this Paragraph prior to the initial broadcast of the final episode of the Program, considering all of the circumstances existing as of the date of this Agreement. In addition, I agree to pay Producer the sum of **One Hundred Thousand Dollars ($100,000.00)** per breach plus disgorgement of any income that results from my breach as liquidated damages in the event I breach this Paragraph after the initial broadcast of the final episode of the Program. I agree that **One Hundred Thousand Dollars ($100,000.00)** plus disgorgement of any income is a reasonable estimate of the amount of damages Producer is likely to suffer in the event I breach this Paragraph after the initial broadcast of the final episode of the Program, considering all of the circumstances existing as of the date of this Agreement. Furthermore, I will defend, indemnify and hold harmless Producer, and its parent, subsidiary and affiliated companies, its successors, assigns, licensees and each of its respective officers, directors, agents, representatives

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and employees, from any and all claims, actions, damages, liabilities, losses, costs and expenses (including without limitation, attorneys' fees) that in any way arise out of or result from my breach of this Paragraph.

48. I will not use or disclose to any party any information or trade secrets obtained or learned as a result of my participation in the Program, including without limitation any information concerning or relating to the Program, the participants, the events contained in the Program or the outcome of the Program. I shall keep in strictest confidence and shall not disclose to any participant or any other third party at any time (i.e., prior to, during, or after the taping or broadcast of any episode of the Program) any information or materials of any kind, including without limitation, any information or materials concerning or relating to Producer, specifically including, without in any way limiting the generality of the foregoing, any information concerning or relating to the Program, the Program participants, the Location(s) of the Program, the events contained in the Program or the outcome of any contest in or episode of the Program, that I read, hear or otherwise acquire or learn in connection with or as a result of my participation in the Program (collectively, the "Confidential Information"). Without limiting the foregoing in any way, I will not myself, or authorize others to, prepare or assist in the preparation of any written work, any audio work, and/or any visual work that depicts, concerns or relates in any way to my participation in the Program or the Confidential Information. I acknowledge and agree that the Confidential Information is confidential and the exclusive property of Producer. During and after the time that I perform services with respect to the Program, I will not, directly or indirectly, divulge in any manner, or use or permit others to use, any of the Confidential Information. I recognize that a breach by me of this Paragraph would cause Producer 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 shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this Paragraph by me. I also recognize that proof of damages suffered by Producer in the event that I breach this Paragraph will be costly, difficult, or inconvenient. Accordingly, I agree to pay Producer the sum of **One Million Dollars ($1,000,000.00)** per breach plus disgorgement of any income that I may receive in connection with my breach as liquidated damages in the event I breach this Paragraph prior to the initial broadcast of the final episode of the Program. I agree that **One Million Dollars ($1,000,000.00)** plus disgorgement of any income that I may receive in connection with my breach is a reasonable estimate of the amount of damages Producer is likely to suffer in the event I breach this Paragraph prior to the initial broadcast of the final episode of the Program, considering all of the circumstances existing as of the date of this Agreement. In addition, I agree to pay Producer the sum of **One Hundred Thousand Dollars ($100,000.00)** per breach plus disgorgement of any income that results from my breach as liquidated damages in the event I breach this Paragraph after the initial broadcast of the final episode of the Program. I agree that **One Hundred Thousand Dollars ($100,000.00)** plus disgorgement of any income is a reasonable estimate of the amount of damages Producer is likely to suffer in the event I breach this Paragraph after the initial broadcast of the final episode of the Program, considering all of the circumstances existing as of the date of this Agreement.

49. I irrevocably grant and release to Producer, in perpetuity and throughout the universe, the exclusive right, if I am selected as a participant in the Program, to depict, portray

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and represent me and my life and all episodes, exploits, events, incidents, situations and experiences contained in or associated or related to my life which occur, will occur or have occurred at any time (including without limitation, my experiences in connection with the Program) (my "Life Story") and the Material in theatrical motion pictures, television programs, theatrical stage presentations, Internet websites, Internet programming and other computer on-line forms of exploitation, radio, other audio, visual, audio-visual, and/or print productions, books and other print publications (each, a "Production" and collectively, the "Productions"), to the production, reproduction, exhibition, broadcast, distribution, advertising, publicity, promotion and other exploitation of the Productions in any and all media, and by any and all means, whether now known or hereafter devised, and in the exercise of all subsidiary, allied and ancillary rights (e.g., remake, sequel, theatrical, television, radio, publishing, merchandising, soundtrack album and other similar rights) in the Productions. Producer may depict, portray me and my Life Story either accurately or with such liberties and modifications as Producer determines necessary or desirable in its sole discretion for the purposes of fictionalization, dramatization or any other purposes, including without limitation to achieve a humorous or satirical effect, and by means of actors who may or may not resemble me. I hereby grant to Producer the perpetual and worldwide right to use my name, sobriquet, likeness (actual or simulated), photograph, caricature, voice and biographical material in connection with the production, exhibition, advertising, publicity, promotion, merchandising and other exploitation of any and all Productions, and all rights therein.

ADDITIONAL PARTICIPATION

50. (a) Other Projects: I understand that Producer may have an interest in working with me on other projects, including without limitation, in connection with music, television and/or its ancillary products such as but not limited to, new media and projects for network, merchandising, syndication or feature film. If Producer desires to develop such a project, or if I desire to participate in such a project with Producer or any other producer during the period from now until nine (9) months following the initial television exhibition of the last episode of the Program, I agree to give Producer the first opportunity to negotiate the terms and conditions of my services with respect to that project with me in good faith.

(b) Special Option: Producer shall have the exclusive and irrevocable option (the "Special Option") to require me to participate in connection with a special(s) which shall include but not be limited to a pre, mid and/or post season special episode(s) or special program(s) (collectively, the "Special Program") with other participants from the Program, upon the same terms and conditions stated herein, except that in lieu of the Consideration set forth herein, and provided I am not in breach or default hereof, Producer shall pay me the amount of One Thousand Five Hundred Dollars ($1,500.00), as full and complete consideration for my exclusive services in connection with the Special Program. Producer may exercise the Special Option, if at all, by written notice to me given not later than the date which is one (1) year following the initial television exhibition of the last episode of the Program (subject to extension for the term of and in the event of default, disability and/or force majeure). In the event that Producer elects to exercise the Special Option, then Production shall notify me at least fourteen (14) days prior to the commencement date of the Production Period of the Special Program. I agree to participate in production of the Special Program for a period of approximately seven (7)

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days (the "Special Production Period") at a location to be determined at a later date by Producer. I hereby grant Producer all rights in the Special Program, and all parts and/or episodes thereof, as if the same had been included in this Agreement and all of its applicable paragraphs. Producer agrees that it shall provide appropriate transportation to and from the location of the Special Program and appropriate lodging/meals at the location. Producer shall have the right to interview

and photograph me during the Special Production Period and to use such material in ancillary products.

(c) Reunion Option: Producer shall have the exclusive and irrevocable option (the "Reunion Option") to require me to participate in connection with a reunion program, including all episodes thereof (collectively, "Reunion Program"), with other participants from the Program upon the same terms and conditions stated herein, except that in lieu of the Consideration set forth herein, and provided I am not in breach or default hereof, Producer shall pay me the amount of Two Thousand Five Hundred Dollars ($2,500.00), as full and complete consideration for my participation in connection with the Reunion Program. Producer may exercise the Reunion Option, if at all, by written notice to me given not later than the date which is five (5) years from the initial television exhibition of the last episode of the Program (subject to extension for the term of and in the event of default, disability and/or force majeure). In the event that Producer elects to exercise its option for my services in connection with the Reunion Program, then Producer shall so notify me within fourteen (14) days prior to the commencement date of principal photography of the Reunion. I agree to participate in the production of the Reunion for a period of approximately five (5) days (the "Reunion Production Period") at a location to be determined at a later date by Producer. I hereby grant Producer all rights in the Reunion Program as if the same had been included in this Agreement and all of its applicable paragraphs. Producer agrees that it shall provide appropriate transportation to and from the location of the Reunion, as well as meals and appropriate lodging at the location. Producer shall have the right to interview me and to photograph me during the Reunion and to use such material in ancillary products.

(d) Season Finale Option: Producer shall have the exclusive and irrevocable option to film a series finale episode(s) (the "Season Finale Option") to require me to participate in connection with a season finale program, including all episodes thereof (collectively, "Season Finale Program"), with other participants from the Program upon the same terms and conditions stated herein, except that in lieu of the Consideration set forth herein, and provided I am not in breach or default hereof, Producer shall pay me the amount of One Thousand Five Hundred Dollars ($1,500.00) as full and complete consideration for my participation in connection with the Season Finale Program. Producer may exercise the Season Finale Option, if at all, by written notice to me given not later than the date which is one (1) year from the initial television exhibition of the first episode of the Program (subject to extension for the term of in the event of default, disability and/or force majeure). In the event the Producer elects to exercise its option for my Season Finale Services, then Producer shall so notify me within fourteen (14) days prior to the commencement date of principal photography of the Season Finale Program. I agree to participate in the production of the Season Finale Program for a period of approximately three (3) days (the "Season Finale Production Period") at a location to be determined at a later date by Producer. I hereby grant Producer all rights in the Season Finale Program(s) as if the same had

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been included in this Agreement and all of its applicable paragraphs. Producer agrees that it shall provide appropriate transportation to and from the location of the Season Finale Program, as well as meals and appropriate lodging at the location. Producer shall have the right to interview and/or photograph me during the Season Finale Production Period and to use such material in ancillary products.

(e) The Real World/Road Rules Challenge Option: Producer shall have the exclusive and irrevocable option (the "Challenge Option") to require me to participate in connection with a challenge program ("Challenge Program") with other participants from the Program and from the program "Road Rules" upon the same terms and conditions stated herein, except that in lieu of the Consideration set forth herein, and provided I am not in breach or default hereof, Producer shall pay me the amount of Four Thousand Dollars ($4,000.00), as full and complete consideration for my participation in connection with the Challenge Program. Producer may exercise the Challenge Option, if at all, by written notice to me given not later than the date which is seven (7) years from the initial television exhibition of the first episode of the Program (subject to extension for the term of and in the event of default, disability and/or force majeure). In the event that Producer elects to exercise its option for my Challenge Services, then Producer shall so notify me within fourteen (14) days prior to the commencement date of principal photography of the Challenge Program. I agree to participate in the production of the Challenge Program for a period of approximately eight (8) weeks (the "Challenge Production Period") at a location to be determined at a later date by Producer. I hereby grant Producer all rights in the Challenge Program as if the same had been included in this Agreement and all of its paragraphs. Producer agrees that it shall provide appropriate transportation to and from the location of the Challenge Program, as well as meals and appropriate lodging at the location. Producer shall have the right to interview me and to photograph me during the Challenge Program and to use such material in ancillary products.

(f) Book/Home Video Option: Producer shall have the exclusive and irrevocable option to require me to participate in connection with any book(s) and/or home video(s) produced in connection with the Program within two (2) years from the initial television exhibition of the last episode of the Program. In the event that Producer elects to exercise its option, then Producer shall so notify me at least fourteen (14) days prior to the commencement date of my requested participation. I agree to participate in the production of such book(s) and/or home video(s), subject to my professional availability, at a location to be determined at a later date by Producer. As an example, but not by way of limitation, I may be required to grant interviews for such book(s) (in addition to providing photographs, drawings, letters, and other materials which I prepared or received during the Production Period of the Program, as provided by this Agreement), and/or I may be required to participate as a host or in wrap-around segments for such home video(s). I hereby grant Producer all rights in my participation as if the same had been included in this Agreement and all of its applicable paragraphs. Producer agrees that it shall provide appropriate transportation to and from the location of any such activities, as well as meals and appropriate lodging at the location. Additionally, if the option is exercised, I shall receive the sum of Seven Hundred Fifty Dollars ($750.00) in connection with each book and home video with which I participate.

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(g) It is agreed that Producer and/or MTVN shall have an exclusive and irrevocable option, at no additional fee besides that which is provided herein, to require me to participate in connection with promotional "talk show" type appearances on MTV and/or MTV.com, subsequent to production in connection with the Program. During such appearances, I understand that I may be required to, and shall be thus prepared to, discuss the Program with a host and answer questions from fans.

(h) Regardless of whether or not Producer exercises any option under this Paragraph 50, in the event Producer requests on-air and/or off-air promotional appearances in support of book(s), home video(s), merchandising or other ancillary products in excess of those covered by Paragraph 50 herein, the fee for such appearances, if any, may be negotiated in good faith.

RELEASES, WAIVERS, AND INDEMNIFICATIONS

51. As used in this Agreement, the Term "Releasing Parties" means and refers to me, my heirs, next of kin, spouses, parents, siblings, relatives of any kind, guardians, legal representatives, executors, administrators, successors and assigns.

52. As used in this Agreement, the term "Released Parties" means and refers to R.W. Productions, Inc., Bunim/Murray Productions, Inc., MTV Networks, all television stations and channels, cable networks and satellite networks that broadcast or otherwise exhibit the Program, the other participants in the Program, all sponsors and advertisers connected with the Program, all individuals and organizations providing services or materials in connection with the Program, and each of their respective parents, subsidiaries, affiliates, licensees, successors and assigns, and the respective directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing entities, and the heirs, next of kin, spouses, guardians, legal representative, executors, administrators, licensees, successors and assigns of each of the foregoing.

53. To the maximum extent permitted by law, I and the other Releasing Parties hereby irrevocably agree that I and the other Releasing Parties will not sue or assert any claim against any of the participants in the Program, or any of their heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors and assigns, or any of the Released Parties, and will not file any claim or complaint with the FCC or initiate any FCC proceedings for or in connection with any injury illness, damage, emotional distress, loss or harm to me or my property, or my death, or any injury, illness, damage, loss or harm to any releasing parties or any third parties of any of their property, or the death of any Releasing Parties or any third parties, howsoever caused, resulting from or arising out of or in connection with any fraud, intentional misrepresentation, any defect in and/or failure of equipment, warnings or instructions, or my application or preparation for, participation or appearance in or elimination from the Program or activities associated with the Program, any misrepresentations regarding the Program Rules or activities, whether occurring before, during or after my actual participation in the Program, and whether or not caused by or arising out of the negligence or gross negligence of any of the Released Parties or of any of the participants in the Program, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden arising out of or in connection

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with my participation and appearance in, elimination from the Program or other activities associated with the Program or the production and exploitation of the Program.

54. To the maximum extent permitted by law, I and the other Releasing Parties hereby release the Released Parties from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, losses, costs and expenses of any kind resulting from, or by reason of my participation on or in connection with the Program, including, without limitation, attorneys fees) arising out of, resulting from, or by reason of my participation in the Program, any exploitation of the Program or my participation in the Program, the failure of Producer to select me as a participant, the cancellation of the Program, any advice or input I receive in connection with the Program, or the exercise by Producer or anyone else of any rights granted by me under this Agreement, on any legal theory whatsoever (including without limitation, fraud, intentional or negligent misrepresentation, personal injury, death, moral rights, rights of privacy and publicity or confidentiality, false light, defamation, libel, invasion of privacy, intentional or negligent infliction of emotions distress, products liability, breach of contract, breach of any statutory or other duty of care owed under applicable laws, infringement of copyright, loss of earnings or potential earnings, and those based on my dissatisfaction with any prize, if applicable) (the "Released Claims"). The Released Claims specifically include, without limitation, any and all complaints to the FCC, any FCC proceedings and any claims, actions, damages, liabilities, losses, costs and expenses of any kind resulting from the actions of another participant or any other third party at any time, or from any defect in or failure of equipment, warnings or instructions, or my application or preparation for, participation or appearance in or elimination from the Program, or activities associated with the Program, whether occurring before, during or after my actual participation in the Program, and whether or not caused by or arising out of the negligence or gross negligence of any of the Released Parties.

55. (a) To the maximum extent permitted by law, I and the other Releasing Parties irrevocably agree to defend, indemnify and hold harmless each of the Released Parties from and against any and all Released Claims by whomever asserted, including without limitation, any claims arising out of or in connection with (A) any breach or alleged breach of any agreement, covenant, representation, or warranty made by me in this Agreement or (B) my travel in connection with my application or preparation for, participation in or appearance in, or elimination from the Program whether occurring before, during or after my actual participation in the Program, including without limitation, any injury, illness, damage, loss, harm or death I or any releasing parties or any third parties may suffer therefrom, or (C) any statement, action or omission of mine made during or in connection with the Program or resulting directly or indirectly from the Program (whether occurring before, during or after my actual participation in the Program). In the event of any claim or service of process upon any Released Party involving the indemnification set forth above, Producer or such other Released Party shall notify me of such claim. I will promptly adjust, settle, defend or otherwise dispose of such claim at my sole cost and expense. If I have been so notified and am not diligently and continuously pursuing this matter, said Released Party may take such action on behalf of itself and/or as attorney-in-fact for me to adjust, settle, defend or otherwise dispose of such claim, in which case I shall, upon being billed therefore, reimburse said Released Party in the amount thereof.

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(b) I acknowledge that I am volunteering to live and travel with all of the other members of the Program participants (and possibly members of the production staff), and I hereby release Producer, and their respective affiliates, licensees, successors and assigns, and the officers, directors, employees and agents of the foregoing from any and all claims, demands, or causes of action that I may now have or may hereafter have arising directly or indirectly out of (i) my own actions and/or the actions of other Program participants and members of the production staff (ii) the actions of any unrelated third parties and (iii) any loss or damage to my personal property.

56. I and the other Releasing Parties acknowledge that there is a possibility that subsequent to the execution of this agreement, I or they will discover facts or incur or suffer claims which were unknown or unsuspected at the time this agreement was executed, and which if known by me or them at that time may have materially affected my or their decision to execute this agreement. I and the other Releasing Parties acknowledge and agree that by reason of this agreement, and the release contained in the preceding paragraphs, I and the other Releasing Parties are assuming any risk of such unknown facts and such unknown and unsuspected claims. I and the other Releasing Parties have been advised of the existence of Section 1542 of the California Civil Code, which provides:

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

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. To the maximum extent permitted by law, I and the other Releasing Parties knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law, or rule of similar effect of any jurisdiction throughout the world, and acknowledge and agree that this waiver is an essential and material term of this release. I and the other Releasing Parties hereby represent that I and they understand and acknowledge the significance and consequence of this release and of this specific waiver of Section 1542 and other such laws.

57. I agree to defend, indemnify and hold harmless the Released Parties, from any and all liabilities, claims, actions, damages, expenses, losses, and costs of any kind (including, without limitation, attorneys' fees and disbursements) caused by or arising out of my participation in the Program, including, without limitation, any of the following:

(a) any statement or action made or taken by me or anyone else during or in connection with my participation in the Program;

(b) my breach of this Agreement.

58. I acknowledge and agree this Agreement is intended to operate and be construed as broadly as possible under applicable law. Accordingly, to the extent applicable law would limit this Agreement in any way, or invalidate any provisions hereof, such limitation or invalid provision shall not operate to invalidate this Agreement in its entirety; rather, this Agreement

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shall be deemed to operate and to be effective to the maximum extent permitted by law. This Agreement shall be in addition to and shall not be limited by any release or other forms any outfitters, contractors, suppliers or other third parties may require me to sign in connection with my participation in the Program.

59. I acknowledge that Producer may provide additional disclosures to me regarding the various risks to which I might be subjected in connection with my participation in the Program and that Producer may require me to sign additional releases and waivers relating to those risks. I also understand that if I refuse to sign any such releases and waivers, then I can no longer participate in the Program.

MISCELLANEOUS

60. In the event of an occurrence of an event of force majeure (as defined below) which lasts for more than fourteen (14) days or of my incapacity (including physical or mental disability or change in appearance), default, or conviction of a misdemeanor or felony which, because of the particular facts and nature of the conviction, would in Producer's sole and exclusive judgment adversely affect my ability to properly represent Producer or to participate hereunder, Producer shall have the right in its sole and absolute discretion, upon notice to me, to immediately suspend and/or terminate my participation hereunder and shall, during such period of suspension or upon termination, be released from any further obligations to me whatsoever. Producer may terminate any period of suspension at any time in its sole and absolute discretion and upon such termination of suspension I shall thereupon resume my participation hereunder and the terms of this Agreement shall be reinstated. As used herein, an "event of force majeure" shall mean any Act of God; inevitable accident; fire; lockout; strike or other labor dispute; riot or civil commotion, act of public enemy; law, enactment, regulation, zoning ordinance, rule, order or act of government or governmental instrumentality (either Federal, State or local, foreign or other), failure of technical facilities; or other cause of similar or different nature beyond the control of Producer.

61. Except as provided above, nothing contained herein shall be deemed to constitute an employment relationship, joint venture, or partnership between me and Producer or between me and MTVN, nor shall I be deemed Producer's or MTVN's agent for any purpose.

62. Any waiver of any term of this Agreement in a particular instance shall not be a waiver of such term for the future. I agree that the invalidity or enforceability of any part of this Agreement shall in no way affect the validity or enforceability of any of the remainder of this Agreement. All remedies, rights, undertakings, obligations, and agreements contained in the Agreement and Release shall be in addition to and shall not limit any other remedy, right, undertaking, obligation, or agreement of either party.

63. I represent and warrant that I have had the opportunity to review this Agreement before signing it. Accordingly, no presumption for or against Producer or me arising out of the drafting of all or any part of this Agreement will apply or will be applied in any arbitration or other legal proceeding relating to or involving this Agreement or my appearance on the Program.

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64. I hereby agree that my participation in the Program is subject to and contingent upon my ability to prove my identity and employment eligibility as required by the Immigration Reform and Control Act of 1986, and I hereby agree to complete, execute and deliver, in person, to Producer an Employment Eligibility Verification ("Form I-9"), together with documentation of my employment eligibility, within three (3) business days of my execution of this Agreement or commencement of services, whichever is earlier. If I fail to verify and deliver the Form I-9 as provided above, Producer shall have the right by notice to such effect given to me, to terminate my services pursuant to this Agreement and thereupon my services hereunder shall cease and neither party shall have any right, duty or obligation to the other under this Agreement, except such as shall have accrued prior to the effective date of termination.

65. This document, the exhibits and attachments hereto, my applications, and any other agreements or documents I executed at the request of Producer constitute the entire agreement and understanding between the parties concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements and agreements, written and oral, relating thereto, and cannot be changed or terminated except by a written instrument signed by the parties hereto. In the event of any inconsistency between my applications or any other agreements or documents executed by me at the request of Producer, on the one hand, and this Agreement, on the other hand, the terms and obligations of this Agreement shall govern the rights and obligations of the parties and the Released Parties.

66. I acknowledge that no other party, nor any agent or attorney of any other party, has made any promise, representation or warranty whatever, express or implied, oral or written, not contained herein concerning the subject matter hereof, to induce me to execute this document, and acknowledge that I have not executed this instrument in reliance on any such promise, representation, or warranty not contained herein. The provisions hereof shall be binding upon me and my heirs, executors, administrators and successors. I acknowledge that you have explained to me that this Agreement has been prepared by an attorney and that you have recommended to me that I consult with my attorney in connection with this Agreement.

67. I acknowledge and agree that MTVN is an express, intended third party beneficiary of this Agreement with full standing to enforce any and all of the provisions of this Agreement.

68. This Agreement shall bind and inure to the benefit of the parties hereto and the Released Parties and their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. This Agreement is personal to me and is not assignable by me, and any purported assignment by me shall be null and void ab initio. This Agreement and any and all rights and obligations of Producer or the Released Parties under this Agreement may be freely assigned by Producer or the Released Parties.

69. I agree to execute and deliver to Producer any other documents that Producer considers necessary or desirable to evidence, effectuate or enforce this Agreement or any of the terms and conditions hereof. I hereby appoint Producer my true and lawful attorney-in-fact to execute and deliver any such documents in the event I fail or refuse to do so in accordance with

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this agreement promptly after Producer's written request therefore (which appointment is deemed a power coupled with an interest and irrevocable under any and all circumstances).

70. This Agreement and all matters or issues collateral thereto and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of California applicable to contracts executed and performed entirely therein and with respect to the determination of any claim, dispute or disagreement which may arise out of the interpretation, performance, breach or termination of this Agreement the parties hereby agree that the venue for the resolution of same shall be Los Angeles, California.

71. If any controversy or claim arising out of or relating to this Agreement, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor first to settle the controversy or claim by mediation conducted in the County of Los Angeles and administered by JAMS under its Commercial Mediation Rules. If a controversy or claim is not otherwise resolved through direct discussions or mediation, it shall be resolved by arbitration conducted in the County of Los Angeles, and administered by JAMS in accordance with the commercial arbitration rules of JAMS (the "JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be an experienced arbitrator licensed to practice law in California.

72. My remedies for any breach of this Agreement by Producer or others will be limited to an action for actual damages and in no event will I be entitled to rescind this Agreement or seek injunctive or any other equitable relief or any award of punitive damages. I recognize that a breach by me of this Agreement would cause Producer 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 shall be entitled to injunctive and other equitable relief, in the event of any breach or threatened breach of this Agreement by me.

73. I acknowledge and agree that the rights granted hereunder and my participation related thereto are unique, unusual, special and extraordinary, the loss of which would not be adequately compensable in damages in an action at law, and that, in additional to any rights or remedies which Producer may have under this Agreement or otherwise, Producer therefore would be entitled to seek all available equitable remedies in case of a breach or threatened breach of this Agreement by me. Any remedies, rights, undertakings and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, rights, undertaking, or obligation of either party; provided, however, that no breach of this Agreement shall entitle me to terminate or rescind the rights granted to Producer herein and in the event of any question of Producer's performance of its obligations hereunder, I hereby waive the right, in the event of any such breach, to equitable relief or to enjoin, restrain or interfere with the exercise of any of the granted rights herein, it being my understanding that my sole remedy shall be the right to recover monetary damages with respect to any such breach.

74. All notices, statements and other communications given hereunder shall be made in writing by facsimile, personal delivery, by mailing the same by next day certified mail, return receipt requested, or by next day express delivery in a postage paid envelope, addressed to the other party as aforesaid, and the date of such facsimile or personal delivery, or next day if by

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certified mailing or express delivery, shall be deemed the date on which such notice is effective. All notices sent to either party shall be sent to said party's respective address as follows: if to particpant, to address on file with Producer and if to Producer, to the attention of the Senior Vice President, Business and Legal Affairs.

75. I have been given ample opportunity to read, and I have carefully read, this entire agreement. I represent and warrant that I have the full right, power and authority to grant the rights granted in this Agreement. I certify that I have made such an investigation of the facts pertinent to this Agreement, that I am of sound mind, and that I intend to be legally bound by this Agreement. I am aware that this Agreement is, among other things, a release of liability for future injuries and a contract between myself and Producer and/or its affiliated organizations, and that I am signing this Agreement of my own free will. All statements made by me in this Agreement are true, the name given below is my legal name. Any other name(s) or alias(es) used by me within the past five years are also noted below. The social security number furnished is my true social security number.

I, APPLICANT, AGREE TO KEEP PRODUCER ADVISED IN WRITING OF MY CURRENT ADDRESS(ES) AND TELEPHONE NUMBER(S) AT ALL TIMES DURING THE DURATION OF ALL TERMS IN CONNECTION WITH THIS AGREEMENT.

DATED:_____

APPLICANT: _____

_____
Signature

Print:_____

SSN:_____

Other Names and Aliases (if applicable):

_____

_____

DATED:_____

R.W. PRODUCTIONS, INC.

_____.
Signature

Print:_____

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