

### PART III

#### RELEASE, CONSENT AND GRANT OF RIGHTS

#### **THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS AND RESPONSIBILITIES PLEASE READ IT CAREFULLY BEFORE SIGNING**

PLEASE READ, SIGN AND DATE the following.

In consideration of Producer's further considering me to become a participant in the potential television series currently entitled "Vanderpump Villa (wt)" (the "Program"), **presently intended for initial exhibition on the Network**, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree and enter into this Release, Consent and Grant of Rights (this "Application Release") as follows:

I represent and warrant that all of the information provided on the attached "Eligibility Requirements and Applicant Questionnaire" ("Questionnaire") is true and accurate, and acknowledge that any false or misleading information submitted by me in connection with the Program is grounds for my immediate elimination from consideration. I irrevocably grant to Producer and its designees the right to interview me in connection with my application to participate in the Program and that any such interview and that any other statements or actions by me in connection with the Program may be filmed, taped or otherwise recorded. The information contained on this Questionnaire, any filmed or taped interview material and any other material submitted by me including, but not limited to, pictures, film and videotapes (the "Material"), shall be deemed to be "works-made-for-hire" under the Copyright Act and shall be the exclusive property of Producer. If the Material or any part thereof is for any reason deemed not to be a "work-made-for-hire," then I hereby irrevocably and perpetually grant and assign to Producer all rights of any nature in and to the Material that I may possess. Producer shall have the right to use or otherwise exploit and authorize others to use or otherwise exploit the Material, or any portion thereof, in any manner and in any media, now known or hereafter devised, throughout the world, in perpetuity. Without limiting the foregoing, the Material may be edited, cut, rearranged or otherwise revised or modified. I further grant Producer and Network the right to use and license others to use my name, voice, image, likeness and biographical information in and in connection with the Program or otherwise, and in connection with advertising, programming and publicity materials for the Program (including, without limitation, in commercial tie-ins) and/or for Producer or Network. **I acknowledge and agree that Producer has no obligation to use any of the rights granted by me herein, and I grant the rights granted hereunder whether or not I am ultimately selected as a participant.**

I acknowledge that Producer may determine, in its absolute discretion, whether or not to interview me and/or select me to participate in the Program and that Producer has the right to eliminate me from further consideration as a participant or potential participant at any time, for any reason. Further, if I am selected as a participant, Producer is not obligated to produce the Program or have me appear and even if the Program is produced and I am selected as a participant, neither Producer nor Network are obligated to exhibit the Program, my participation, or any portion thereof. Producer reserves the right to modify the eligibility requirements at any time. I acknowledge and agree that all decisions by Producer concerning the selection of participants is at Producer's sole discretion and not subject to challenge or appeal.

I hereby authorize Producer and its designees to secure information about me, my background and my experiences from my current and former employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, and any references I have provided, and I authorize such parties to provide information concerning me. Without limiting the foregoing, I specifically authorize investigation of my employment, medical, and government records, including but not limited to, my motor vehicle, criminal, and court records, and credit and/or consumer report(s).

I hereby authorize Producer and its designees (including without limitation, medical and other health professionals retained by Producer) to conduct psychological, medical and physical examinations of me as required by Producer. I understand that the engagement of any such medical, psychological and/or other health professionals by Producer will not create a doctor-patient or other similar confidential relationship with me. Without limiting the foregoing, I further authorize all such individuals conducting such examinations or investigations of me to disclose to Producer all information about me obtained in connection therewith. I further authorize Producer to disclose to Network any information and/or results from such investigations and examinations and to utilize such information in selecting participants for or otherwise in connection with the Program.

**I hereby unconditionally and irrevocably release and forever discharge each of Producer, Network, all persons or entities involved in the pre-production or production of the Program and each of the foregoing entities' respective parents, subsidiary and related entities, affiliates, successors and assigns, and each of their respective directors, officers, employees**

and agents, (collectively, the “Released Parties”), from any and all claims damages, liabilities, costs and expenses of any kind, resulting or arising out of or in connection with my application for the Program, participant selection determinations and/or the exercise of any rights granted by me herein (collectively, the “Released Claims”). The Released Claims shall include but are not limited to those based on negligence, personal injury, wrongful death, property damage, products liability, libel, slander, defamation, invasion of privacy, publicity or personality, infliction of emotional distress, breach of contract, breach of any statutory or other duty of care owed under applicable laws and infringement of trademark, patent or copyright.

I understand and agree that all rights under Section 1542 of the Civil Code of California, as well as any other statute, law, or rule of similar effect of any jurisdiction throughout the world, are hereby expressly waived. Said section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or releasing party.

I hereby agree that I will neither sue nor file any claim, complaint or lawsuit against any of the Released Parties for any of the Released Claims. I further agree to defend, indemnify and hold harmless each of the Released Parties from and against any and all claims, liabilities or expenses (including reasonable attorneys’ fees) by whomever asserted arising from or relating to: (a) my breach or alleged breach of any representations and warranties herein; (b) my acts, statements and/or omissions in and in connection with my application for the Program and participation, if selected; (c) the use of any of the rights I have granted herein; and (d) my violation of any law, rule or regulation.

I agree that any and all claims, disputes or controversies arising out of or in connection with the Questionnaire, this Application Release and/or my application for or participation in the Program that are not otherwise barred or released pursuant to the terms herein shall be resolved exclusively and confidentially by binding arbitration before a single, neutral arbitrator, under the auspices of JAMS using its Streamlined Arbitration Rules and Procedures, through its Los Angeles, California office. I agree that my remedies for any breach of this Agreement by Producer or others will be limited to monetary damages, if any, and in no event will I be entitled to rescind this agreement or the rights granted hereunder, or to seek or obtain injunctive or any other equitable relief.

I agree that I shall not disclose to any third party any information I obtain through any source whatsoever about the Program, including but not limited to the application process, taping locations, the events or outcome of the Program, and the business or creative affairs of Producer or Network. This agreement is not assignable by me, but may be freely assigned by Producer or Network in whole or in part. This agreement shall be governed by and interpreted in accordance with the laws of the State of California. If I am selected by Producer to advance in the selection process, I agree to execute and deliver to Producer its long-form Participant Agreement and such other documents as Producer deems necessary or advisable regarding my proposed or actual participation. I understand and agree that Network is an express, intended third party beneficiary of this Application Release with full standing to enforce each, any and all of its provisions as if it was an express party hereto.

This agreement constitutes the entire understanding and agreement of the parties, supersedes all prior understandings, whether written or oral and can only be modified or amended by a written instrument signed by all parties. IN EXECUTING AND ENTERING INTO THIS APPLICATION RELEASE I ACKNOWLEDGE THAT I AM NOT RELYING ON ANY STATEMENT, PROMISE OR REPRESENTATION NOT CONTAINED IN HEREIN. Should any provision of this agreement be void or unenforceable, such provision shall be deemed omitted, and this agreement with such provision omitted shall remain in full force and effect.

**ACCEPTED AND AGREED:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Address: \_\_\_\_\_