

I AGREE TO THE ELIGIBILITY REQUIREMENTS AND RELEASES *

- 1) You must be at least 21 years of age.
- 2) You must be legally authorized to live, work and participate in the Program in international ports of call and/or the United States (in Producer's sole discretion), and you must have or be able to obtain within the production time frame designated by Producer any necessary passports and visas.
- 3) You must not be a candidate for public office and must agree not to become one until after one (1) year after the initial exhibition of the episodes of the Program in which you appear, if selected as a participant.
- 4) Producer and NBCUniversal (as defined below) reserve the right to render ineligible any person who either of them determines, in the sole discretion of either of them, is sufficiently connected with the production, administration, judging, or distribution of the Program, such that his/her participation in the Program could create the appearance of impropriety. In making this decision, Producer and NBCUniversal may consider whether you know or have known anyone who is, or has been within the last two (2) years, an employee, officer, director or agent of any of the following: (i) Producer or any other person or entity involved in the development, production, distribution or other exploitation of the Program or any variation thereof; (ii) NBCUniversal Television Group or any of its parent, subsidiary or affiliated entities, including, without limitation, NBCUniversal Media, LLC, its broadcast networks and studios, cable networks (including, without limitation, Bravo Media LLC (the "Network")) and studios, film businesses, digital businesses, parks and resorts (collectively, "NBCUniversal") (for more information about NBCUniversal businesses, please visit <http://corporate.comcast.com> or <http://www.nbcuni.com>); (iii) Any sponsor of the Program or its advertising agency; or Any person or entity supplying goods, services or prizes (as applicable) to the Program.
- 5) If you are selected as a potential participant you must execute waivers and release agreements required by Producer and NBCUniversal or any of their licensees, successors, or assigns.
- 6) You will need to be available for the production commencing **TBD** (which dates are subject to change in Producer's sole discretion), and be willing to travel to various locations as part of the production.

7) You hereby give the following representations, warranties, acknowledgements, consents and releases: (a) By signing below, I hereby represent, warrant, acknowledge, and agree that: (i) I have read and I meet and agree to be bound by the eligibility requirements; (ii) I have completed this application honestly and accurately; (iii) if any of the information in this application is found to be false or incomplete, this will be grounds for dismissal from the Program participant selection process, and/or from the Program, if selected; (iv) even if I meet the eligibility requirements, Producer has no obligation to further contact me, to interview me, and/or select me as a participant; (v) even if I am selected as a participant, Producer has no obligation to produce the Program and NBCUniversal has no obligation to exhibit it, even if produced; (vi) I agree to keep strictly confidential all information about the Program that I may acquire during the participant selection process and/or during my participation in the Program (if applicable); (vii) all decisions by Producer concerning selection of the participants are final and not subject to challenge or appeal; and (viii) Producer has no obligation to return any materials submitted by me as part of the application whether or not I am selected as a participant. (b) By submitting this application, I hereby consent to the recording, use and reuse by Producer, NBCUniversal, and any of their respective licensees, successors, assignees, parents, subsidiaries, sponsors, advertisers, or affiliated entities, the other participants in the Program, on-air talent, and each of their respective employees, agents, representative, officers and directors (collectively "Releasees") of my voice, actions, likeness, name, appearance, biographical material, and any information contained in, derived from or obtained in connection with my application to be a participant in the Program or in any materials submitted by me in connection with my application (collectively "Likeness"), as edited, altered, or modified by the Producer or by any of the other Releasees, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program or any other work. I agree that the Releasees or any of them may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. I further agree that the Releasees exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any and all recordings made by them and in and to any and all video (if any) that I have provided in connection with my application and any other materials that I have provided or may provide in connection with my application or the Program (collectively, the "Materials"), including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my

Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. Without in any way limiting the foregoing, if I perform or include any music (other than music supplied to me by Producer) in connection with my application or the Program, I represent and warrant that I own all rights to such music, and I grant Producer the right to record, reproduce and publicly perform any such music in and in connection with the Program or any other work. Without in any way limiting the waivers and releases set forth herein, I waive any claims to royalties of any kind, whether accruing now or in the future, from Producer and NBCUniversal for the use of any such music, including, without limitation, any applicable copyright, public performance, mechanical and synchronization royalties. I further agree that Releasees may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I understand that I will not be paid any money for giving Releasees these rights or for signing this application. (c) I understand that the participant selection process will involve subjective decisions made by certain individuals selected by Producer and/or NBCUniversal in their sole discretion. I understand that the participant selection process may also involve subjective decisions made by the public. I further understand that those certain individuals, NBCUniversal, Producer and/or other persons or entities may be acquainted with or have some familiarity with some or all of the applicants to varying degrees. I understand and agree that all participant selection and elimination decisions shall be final and binding on me in all respects, and shall not be subject to challenge or appeal. (d) I further acknowledge and agree, that to the maximum extent permitted by law, Producer shall have sole discretion and control over every aspect of selecting participants, and Producer's decisions on all matters related to selecting participants shall be final and binding and not subject to challenge or appeal.

8) RELEASE AND AGREEMENT NOT TO SUE. To the maximum extent permitted by law, I release Releasees from any and all liability arising out of my participation in or in connection with the Program, including, without limitation, the recording of my Likeness and the Materials, my participation in the participant selection process of the Program, and any exploitation of the Program, my Likeness or the Materials, on any legal theory whatsoever (including, without limitation, personal injury, rights of privacy and publicity, false light and defamation) (the "Released Claims"). Further, to the

maximum extent permitted by law, I agree not to sue Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use defames me or invades any right of privacy and/or publicity) or for any reason based on any of the Released Claims hereunder. I hereby waive California Civil Code Section 1542 or similar laws of other jurisdictions, which Section 1542 provides as follows: “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.”

9) CONFIDENTIALITY. Whether or not I am selected to be a participant on the Program, I shall keep in strictest confidence and shall not disclose to any other applicant, participant or other third party at any time (i.e., prior to, during, or after the taping or exhibition 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 or to NBCUniversal, the business of Producer or NBCUniversal, any program produced by Producer and/or exhibited by NBCUniversal, including, without limitation, any information concerning or relating to the Program, the Program applicants, the Program participants, the location(s) of the Program, the events contained in the Program, or the outcome of any episode of the Program, that I read, hear or otherwise acquire or learn in connection with or as a result of my applying to be a participant on the Program or (if I am selected to be a participant) as the result of my experiences as a participant on the Program (collectively, the “Information and Materials”). I acknowledge and agree that the Information and Materials are confidential and the exclusive property of Producer and/or NBCUniversal. At no time will I ever, directly or indirectly, divulge in any manner or use or permit others to use any of the Information and Materials. I acknowledge and agree that my obligations with respect to confidentiality set forth in this application shall continue in perpetuity or until terminated by NBCUniversal by giving me written notice of termination. In no event will I have the right to terminate my confidentiality obligations under this application. I acknowledge that in the event I breach the confidentiality or any other provisions of this application, my breach may, in the sole discretion of Producer and/or NBCUniversal result in my being disqualified to participate as a participant in the Program. I further acknowledge that a breach by me of any of the confidentiality provisions

of this application would cause Producer and NBCUniversal irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, I hereby expressly agree that Producer and NBCUniversal shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of any of the confidentiality provisions of this application by me.

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

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

12) MEDIATION & ARBITRATION. THE PARTIES AGREE THAT IF ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS APPLICATION CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS, THEY SHALL ENDEAVOR FIRST TO SETTLE THE CONTROVERSY OR CLAIM BY A MEDIATION ADMINISTERED BY JAMS UNDER ITS APPLICABLE RULES. IF THE DISPUTE IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT THE CONTROVERSY OR CLAIM, INCLUDING THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL THEN BE RESOLVED BY FINAL AND BINDING CONFIDENTIAL ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF, INCLUDING ITS OPTIONAL APPEAL PROCEDURE (THE "JAMS RULES", AVAILABLE AT WWW.JAMSADR.COM, INCLUDING, WITHOUT LIMITATION, THE RULES PROVIDING FOR LIMITED DISCOVERY AND OTHER EXCHANGE OF INFORMATION). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED IN THE ENTERTAINMENT INDUSTRY AND LICENSED TO PRACTICE LAW IN CALIFORNIA OR A RETIRED JUDGE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF LOS ANGELES. THE JAMS RULES WILL BE PROVIDED TO ME BY PRODUCER UPON MY REQUEST. THE PARTIES AGREE THAT

THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS APPLICATION SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS APPLICATION OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. Notwithstanding the foregoing, to the extent required by law, the parties agree that with respect to the arbitration of any federal or state claim I Bring that arises from unwaivable public rights, whether statutory or nonstatutory, the following shall apply: the arbitrator may award any remedy that would have been available in court; the parties shall be permitted discovery adequate to secure the necessary information to present such claim or defend against such claim; and producer shall pay all types of costs that are unique to arbitration. I RECOGNIZE THAT GIVEN THE UNIQUE NATURE OF THE PROGRAM AND THE COMMERCIAL REALITIES OF THE ENTERTAINMENT INDUSTRY, WHICH RELY UPON CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS, ANY ACTUAL OR ANTICIPATED BREACH OF MY CONFIDENTIALITY OBLIGATIONS PURSUANT TO THIS APPLICATION, OR ANY INFRINGEMENT BY ME OF PRODUCER'S OR NBCUNIVERSAL'S INTELLECTUAL PROPERTY RIGHTS, WOULD CAUSE PRODUCER AND NBCUNIVERSAL IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, I AGREE THAT PRODUCER AND NBCUNIVERSAL SHALL BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT.

13) SEVERABILITY. The illegality, invalidity or unenforceability of any provision of this application shall in no way affect the validity or enforceability of any of the remainder of this application, which shall be enforced to the maximum extent permitted by law. I HAVE READ, UNDERSTAND, AND AGREE WITH THE FOREGOING. I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS APPLICATION, INCLUDING, WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS APPLICATION.