

CASTING ELIGIBILITY REQUIREMENTS AND APPLICANT QUESTIONNAIRE

PART I

ELIGIBILITY REQUIREMENTS

Please be advised that you must meet the following eligibility requirements, which may be changed at any time by Bunim/Murray Productions (“Producer”) in its sole discretion, in order to participate in the Program:

- You must be 21 years of age or older.
- All materials and answers you submit and/or provide shall solely be from a time period of when you were 18 years of age or older and discuss only third parties who are also 18 years of age or older.
- You must be a legal resident of the United States.
- Neither you nor any of your immediate family members (spouse, ex-spouse, parents, siblings, children, step-children) or household members (whether or not related) may be, or have been within the past year, an employee, contractor, officer, director or agent of any of the following: (a) Bunim/Murray Productions, any television network or station authorized to air the Program (“Network”) or any of their respective parent, subsidiary, affiliated or related entities; (b) any person or entity involved in the development, production, distribution or other exploitation of the Program or any variation thereof; (c) any known major sponsor of the Program or its advertising agency; or (d) any person or entity supplying services, products or prizes to the Program.
- You may not be a candidate for public office, and if selected for the Program, must agree not to become a candidate for public office until one (1) year after the initial broadcast of the last episode of the Program in which you appear.
- You must voluntarily submit to a background check.
- You will need to be available to the production for filming dates.
- You must abide by Producer’s Covid-19 Policies and Procedures.

To accept an invitation to be a participant, you must timely complete and return this questionnaire and Audition Release, and the participant agreement that will be furnished to you by Producer, and any other documents that Producer may require in its sole discretion. In addition, you must voluntarily submit to psychological and/or medical examinations to be conducted by medical professionals selected by Producer.

All eligibility determinations shall be made solely by Producer in its sole discretion and are final and binding in all respects. Producer reserves the right to modify the eligibility requirements at any time.

PART IV

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 "Untitled Virtual Relationship Show (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 "Audition 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. **FURTHER, I HEREBY REPRESENT AND WARRANT THAT ALL OF THE INFORMATION AND/OR MATERIALS I HAVE PROVIDED SOLELY RELATE TO TIME PERIODS OF WHEN I WAS OVER THE AGE OF 18 YEARS OLD AND ONLY DISCUSSES/ DEPICT THIRD PARTIES THAT WERE ALSO OVER THE AGE OF 18 YEARS OLD DURING THE TIME PERIOD DISCUSSED AND/OR DEPICTED**. I agree that Producer has 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 or taped. 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 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. 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 and Network all information about me obtained in connection therewith, and further authorize Producer and Network 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:

Certain claims not affected by general release. 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.

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; (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 Audition 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 Audition 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 AUDITION RELEASE I ACKNOWLEDGE THAT I AM NOT RELYING ON ANY STATEMENT, PROMISE OR REPRESENTATION NOT CONTAINED IN THIS AUDITION RELEASE. 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: _____ DOB: _____

Address: _____

Bunim-Murray Productions, LLC
1015 Grandview Ave.
Glendale, CA 91201
Attn: Business & Legal Affairs
Ph: (818) 756-5100

APPEARANCE RELEASE

For good and valuable consideration, receipt of which is hereby acknowledged, I hereby irrevocably authorize Bunim-Murray Productions, LLC and its parents, affiliates, subsidiaries, licensees, designees, successors and assigns (collectively, "Producer") to make use of my appearance in connection with the program tentatively entitled "Untitled Virtual Relationship Show (wt)" ("Program") and as set forth herein.

1. **RIGHTS.** Producer shall have the right to tape, film, photograph and otherwise record me, my name, likeness, silhouette, photograph, picture, sobriquet, voice, actions, conversation, statements, appearances, biographical data and any performance of any musical compositions(s) (collectively, "Materials"), for use in and in connection with the Program, and/or any other productions of any kind in any manner whatsoever, including for the exhibition, advertising, promotion, and exploitation thereof, as Producer may desire throughout the universe in perpetuity in any and all media now known or hereafter devised. Producer shall have the right to substitute the voice of another person for my voice and/or depict me in a fictionalized manner. I expressly waive any and all rights that I may have in and to such Materials, however denominated, in any jurisdiction of the world in connection with my appearance.

2. **RESULTS AND PROCEEDS.** Producer shall be the exclusive owner of the Materials and all results and proceeds of my appearance hereunder. Producer shall have no obligation to use the Materials in connection with the Program. Producer may delete, edit, change or rearrange any or all of the Materials in any manner whatsoever. Nothing contained in this agreement shall grant, transfer or convey any right or interest to me in or to the Materials, or any film, stock, negative, disc, element, tape or other material of any kind or nature whatsoever relating to the Program. No security interest, lien or other encumbrance shall be granted in any property of Producer in favor of me pursuant to this agreement.

3. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION.** I hereby represent and warrant: (a) any statements made by me during my appearance are true and will not violate or infringe upon the rights of any third party; (b) I am not, and will not be, as of the date of broadcast, a legally qualified candidate for any public office within the meaning of Section 315(a) of the Communications Act of 1934, as amended; (c) I understand that neither my appearance hereunder nor the Program are subject to any guild or union agreement; (d) I did not give or agree to give anything of value to anyone associated with the Program; (e) I am at least 18 years old as of the date hereof and if I am not, my parent or guardian shall co-sign this agreement; and (f) I understand that payments for personal televised appearances and failure to disclose any such payments may constitute a federal crime unless disclosed to Producer prior to broadcast. I agree to indemnify Producer, sponsors, and broadcasters of the Program from any and all liability, judgments, claims, losses and expenses (including reasonable attorney's fees) in connection with any representation or agreement made by me hereunder.

4. **CONFIDENTIALITY.** I acknowledge and agree that any and all information disclosed to or obtained by me concerning or relating to the Program, including but not limited to the premise, concept, and outcome of the Program, the nature of certain Program events, activities,, and my appearance in the Program, (collectively, the "Confidential Information"), shall be strictly confidential, and I hereby agree not to disclose any such Confidential Information to any individual or entity. I acknowledge and agree that disclosure of such Confidential Information is in violation of this agreement and shall constitute a material breach, causing Producer irreparable injury, and Producer shall have the right to utilize all available remedies in law or equity, including both financial and injunctive relief, to seek retribution for any breach or alleged breach hereunder.

5. **RELEASE OF CLAIMS.**

(a) I hereby unconditionally and irrevocably release and forever discharge Producer, any network and/or any other distributor exhibiting the Program, and each of their respective parent, subsidiary, related and affiliated entities, licensees, successors and assigns, sponsors and advertisers of each of the foregoing, and each of the foregoing parties' employees, agents, officers, directors, shareholders, members, contractors, partners and representatives, and any other participant in the Program (collectively, the "Producer Parties") from and against any and all claims, demands, liens, agreements, contracts, actions, suits, costs, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, arising out of or in connection with the Program and/or Materials, including, without limitation, all claims based on negligence or any other tortious act, invasion of privacy, right of publicity, unauthorized use of name or likeness, infliction of emotional distress, wrongful death, personal injury, trespass, defamation (including libel and slander), copyright infringement, moral rights, breach of confidentiality, and/or any other personal or property interests or rights, or any cause of action or claim arising out of the production, distribution, broadcast, exploitation or exhibition of the Program, and any ancillary and subsidiary uses of the Program, the Materials, and/or any portion thereof.

(b) I acknowledge that there is a possibility that subsequent to the execution of this agreement, I 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 at that time may have materially affected my decision to execute this agreement. I acknowledge and agree that by reason of this agreement, and the release contained in the preceding subparagraph, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. I 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 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provisions, the release(s) contained herein shall constitute a full release in accordance with its terms. I 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 agreement and without such waiver Producer would not have accepted this agreement or my participation in the Program.

6. **MANDATORY ARBITRATION, APPLICABLE LAW AND FORUM.** All disputes arising out of or relating in any way to this agreement (including the agreement to arbitrate), shall be determined in accordance with internal, substantive laws of the State of California, and submitted to confidential binding arbitration in Los Angeles County, California under the provisions of JAMS before an arbitrator who is either: (i) experienced in the entertainment industry and licensed to practice law in CA, or (ii) a retired Judge. ANY ARBITRATION AWARD WITH RESPECT TO A DISPUTE SHALL BE FINAL AND BINDING UPON THE PARTIES TO SUCH DISPUTE. JUDGMENT UPON AN AWARD RENDERED BY AN ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION OVER THE RELEVANT PARTY TO THE APPLICABLE DISPUTE OR ITS ASSETS. Notwithstanding anything contained herein, to the extent required by law, the parties to a dispute agree that solely with respect to the arbitration of any federal or state claim brought by me that arises from unwaivable public rights, whether statutory or non-statutory, the following shall apply: (i) the arbitrator may award any remedy that would otherwise have been available in court; (ii) the parties to the dispute shall be permitted discovery adequate to secure the necessary information to present such claim or defend against such claim; and (iii) Producer shall pay all types of costs that are unique to arbitration.

7. **REMEDIES.** I acknowledge that my rights and remedies in the event of a breach of this agreement by Producer or any other act or omission giving rise to Producer's liability shall be limited to the right, if any, to recover money damages in an action at law, and in no event shall I be entitled to seek or obtain any equitable remedy, including, without limitation, terminating my obligations hereunder, rescinding this agreement or any rights granted to Producer hereunder, or enjoining or restraining the use, distribution or exploitation of the Program or Materials.

8. **MISCELLANEOUS.** This agreement constitutes the entire understanding and agreement of the parties, and supersedes all prior understandings, whether written or oral. 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. This agreement shall be interpreted in accordance with the laws of the State of California. Except as may otherwise be set forth herein, the parties hereto specifically consent to the exclusive jurisdiction of the courts (including federal courts sitting therein) of the State of California, County of Los Angeles, U.S.A. for the purposes of instituting or maintaining any action or proceeding arising from or in connection with this agreement. I agree that Producer may license, assign and otherwise transfer this agreement and all rights granted by me to Producer under this agreement to any person or entity. This agreement may be executed physically and/or electronically (i.e., by electronic signature through an e-signature provider acceptable to Producer) and delivered via facsimile or electronic transmission (e.g. pdf via email), shall be binding hereto and inure to the benefit of the parties herein and be deemed originals for all purposes.

ACCEPTED, ACKNOWLEDGED AND AGREED:

Name (Please Print)

Signature

Address (Street, City, State, Zip)

Email

Telephone

Date

ONLY FOR USE BY PARENT OR GUARDIAN IF ABOVE-SIGNED IS UNDER AGE OF 18

Consent of Minor's Parent or Guardian: As the parent or guardian of the above-signed minor ("Minor"), I have read the foregoing agreement and am familiar with all of the terms and conditions thereof and I consent to its execution by the Minor. I agree that neither I nor the Minor will revoke or disaffirm the foregoing agreement at any time. I agree to indemnify Producer from the breach or alleged breach by the Minor or me of the foregoing agreement or this agreement.

Name of Parent/Guardian (Please Print)

Signature of Parent/Guardian

Address (Street, City, State, Zip) (Please Print)

Email/Telephone

Date