

PARTICIPANT APPLICATION & RELEASE

EXTREME MAKEOVER: WEIGHT LOSS EDITION (the "PROGRAM")

SEASON 4

1. Please fill out this application legibly with either a blue or black pen.
2. Both you and your partner (if applicable) must each fill out an application.
3. Answer all questions honestly and to the best of your ability.
4. Please write only on the printed side of the paper. Feel free to attach additional sheets if necessary.

ELIGIBILITY REQUIREMENTS

- MUST BE A **LEGAL U.S. RESIDENT**.
- MUST BE **18 YEARS** OF AGE OR OLDER.
- MUST **HAVE NO FELONY CONVICTIONS**.
- MUST BE AVAILABLE TO THE PRODUCTION FOR APPROXIMATELY **ONE (1) YEAR** (DATES TBD)
- MUST **NOT BE A CANDIDATE FOR PUBLIC OFFICE** UNTIL AT LEAST ONE (1) YEAR AFTER THE INITIAL BROADCAST OF THE LAST EPISODE OF THE PROGRAM IN WHICH YOU APPEAR.

(SEE ADDITIONAL ELIGIBILITY REQUIREMENTS BELOW)

PRODUCER RESERVES THE RIGHT TO MODIFY THESE ELIGIBILITY REQUIREMENTS.

Name: _____ Name you go by: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone: _____ Home Phone: _____

Work Phone: _____ Other Phone: _____

Email Address: _____

Gender: Male Female Height: _____ Weight: _____

Birth Date*: _____ * For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.

I am a legal U.S. resident: Yes No

Marital Status (circle all that apply): Single / In a relationship / Engaged / Married / Separated / Divorced / Widowed

Occupation: _____

Highest level of education: _____

School(s) attended and years of attendance: _____

I grew up in: _____

How much weight do you want to lose? _____

If you submitted a video via the internet, please list the link:

Do you have any other family members that live with you who are also overweight? If so, please list their name(s), relationship to you and their approximate height(s) and weight(s):

Have you ever acted, performed or appeared on television or film or on stage? If so, describe:

What other reality/game television shows have you applied for or been on? Please list the show(s), date(s) of application and airdates:

Are you currently being considered for any other reality show, including any game or contestant shows? If so, please list and describe:

Section 1: Your Profile

Describe your job history. What do you currently do?

Has your weight affected your job? If so, how?

How would someone who really knows you describe your best qualities?

How would someone who really knows you describe your worst qualities?

What are your passions, hobbies, and interests?

What are some of your greatest accomplishments?

Tell us some interesting facts about your life:

What bad habits do you wish you could change?

Describe your most embarrassing moment or experience in relation to your weight:

What is the worst thing someone has said about you in public in relation to your weight?

What is your quality of life like right now?

How competitive are you?

Section 2: Your Weight

What events in your life have impacted your weight gain?

Have you ever been thin/at a healthy weight? If so, what do you miss doing at that weight?

Give us a timeline of your weight gain. (ie, at 12 I was 120 lbs, at 20 I was 250 lbs, etc)

What would motivate you to lose the weight?

What is the hardest thing about being overweight?

What daily activities are difficult for you?

What do you think would be the best thing about being fit? How would your life be different?

Give us a brief synopsis of your dieting history:

Describe your favorite meal:

How athletic are you? Have you ever played or participated in sports?

Have you ever worked out with a personal trainer? If yes, did you lose weight? How much weight?

Have you ever had weight loss surgery? If so, please list surgery type and date:

Section 3: Your Family

Spouse's Occupation: _____

If you have children, list their names and ages: _____

If you have grandchildren, list their ages: _____

Section 4: Quick Facts

Do you smoke? Yes No Comments: _____

Do you drink? Yes No Comments: _____

Do you have tattoos? Yes No Comments: _____

Have you had plastic surgery? Yes No Comments: _____

Do you own or rent your home? _____

If you rent, would your landlord be ok with signing off for us to film at your home? Yes No

Have you ever hit someone in anger or self-defense? Circle one: Yes No

If yes, please tell us about it, how old you were and what happened:

Have you ever been party to a lawsuit? Circle one: Yes No

If yes, please provide details and dates:

Have you ever been arrested? Circle one: Yes No

If yes, what was the charge and were you convicted (include dates):

Have you ever had a restraining order sought or placed against you? Circle one: Yes No

If yes, please describe why the order was sought against you and include dates:

Have you ever been charged with a criminal offense or a felony? Circle one: Yes No

If yes, please provide details and dates:

Have you ever been convicted of a criminal offense or a felony? Circle one: Yes No

If yes, please provide details and dates (including sentences):

Have you ever been treated for any serious physical or mental illness(es) or had any serious injuries? Circle one: Yes

No If yes, please describe:

Are you on any prescription medication that you take on a regular basis?

Circle one: Yes No If yes, which medications and for how long?

Do you have any allergies or medical conditions? Circle one: Yes No

If yes, please describe:

Do you have any physical conditions, special needs or fears that we should know about?

Circle one: Yes No If yes, please describe:

Have you now or ever owned or appeared on any websites? Circle one: Yes No

If yes, please explain:

Do you know anyone else who is applying to be on the show? Circle one: Yes No

If yes, please give name(s) and describe your relationship with such person(s):

If chosen to be a participant on Extreme Makeover: Weight Loss Edition, is there any person or part of your life that you would prefer not to share on camera? (ie, social organizations, activities, personal history, friends, family, etc)

Circle one: Yes No

If yes, please explain:

Who is the one person we could call as your character witness outside of your family?

Please list name and phone

numbers: _____

List the names and phone numbers of your three (3) closest MALE friends in the area you live that we could call as character references:

List the names and phone numbers of your three (3) closest FEMALE friends in the area you live that we could call as character references:

Please list below anyone you know or have known who is now, or has been in the past two (2) years, an officer, employee, agent or representative of:

- (a) Eyeworks USA, LLC, Bongo, LLC (collectively and including their designees, licensees, affiliates, parents, subsidiaries, successors and/or assigns, "**Producers**").
- (b) Any television network, station or channel, cable network or satellite network (collectively and including their designees, licensees, affiliates, parents, subsidiaries, successors and/or assigns, "**Network**") that airs or that may air the Program.
- (c) Any person or entity involved in the development, production or distribution or other exploitation of the Program or any variation thereof;
- (d) Any known major sponsor of the Program or its advertising agency; or
- (e) Any person or entity supplying services to the Program.

PART II: ADDITIONAL ELIGIBILITY REQUIREMENTS AND RELEASES

1) Neither you nor any member of your immediate family or anyone living in your household may be or may have been within the past year an employee, officer, director or agent of any of the following: (a) Producers or each of their respective parent, subsidiary, related and affiliated entities; (b) Network or its respective parent, subsidiary, related and affiliated entities; (c) Any person or entity involved in the development, production or distribution or other exploitation of the Program or any variation thereof; (d) Any known major sponsor of the Program or its advertising agency; or (e) Any person or entity supplying services to the Program.

In addition, Producers reserve the right to render ineligible any person whom they determine, in their sole discretion, is sufficiently connected with the production, administration or distribution of the Program such that his or her participation in the Program could create or contribute to the appearance of impropriety.

2) In order to be selected as a participant, you must execute all waivers and agreements required by Producers, Network or any of their designees, licensees, affiliates, parents, subsidiaries, successors and/or assigns.

3) In order to be selected as a participant, you must authorize Producers and any person or entity designated by Producers to conduct psychological, medical, physical examinations and/or background checks of you as required by Producers. You shall further authorize the individuals conducting such examinations and/or checks of you to disclose to Producers and their representatives all information about you obtained in connection with such examinations and/or checks, and authorize Producers to utilize such information in selecting participants for the Program.

4) In exchange for Producers' consideration of you as a participant in the Program, you hereby give the following 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 and Release honestly and accurately; (iii) if any of the information in this Application and Release is found to be false or incomplete, this will be grounds for my immediate dismissal from the participant selection process, or the Program itself (if already selected); (iv) even if I meet the eligibility requirements, Producers have no obligation to interview me and/or select me as a participant; (v) even if I am selected as a participant, Producers have no obligation to produce the Program and Network has no obligation to broadcast it, even if produced; (vi) all decisions by Producers concerning selection of the participants is final and not subject to challenge or appeal; and (vii) Producers have no obligation to return any materials submitted by me as part of this Application and Release whether or not I am selected as a participant.

(b) By submitting this Application and Release, I hereby consent to the recording, use and reuse by Producers and Network, and any of their respective licensees, successors, assignees, parents, subsidiaries, related or affiliated entities, 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 (including private or otherwise confidential medical information) contained in, derived from or obtained in connection with my Application and Release to be a participant in the Program or in any materials or information submitted by me in connection with my Application and Release (collectively "**My Likeness and Information**"), as edited, altered, or modified by the Producers or by any of the other Releasees, in any and all media now known or hereafter devised, worldwide in perpetuity, in and in connection with the Program or otherwise. I agree that the Releasees or any of them may use all or any part of My Likeness and Information, 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 videos, photographs or other recordings that I have provided in connection with my Application and Release and any other materials that I have provided or may provide in connection with my Application and Release 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 and Information in any and all media now known or hereafter devised worldwide, in perpetuity. I further agree that Releasees may use My Likeness and Information and the Materials 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 Producers or Network. 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 and Release.

(c) I hereby authorize Producers and any person or entity designated by Producers to investigate, access and collect information about me, about any of the statements made by me in this Application and Release, any supporting documents and any other documents that I have signed or provided or do sign or provide in connection with my Application and Release to be selected as a participant in the Program, or any other written or oral statements I make in connection therewith. I irrevocably authorize Producers and any person or entity designated by Producers to secure information about me 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 irrevocably authorize such parties to provide information concerning me. I hereby unconditionally and irrevocably release and forever discharge the Releasees, the persons or entities designated by the Releasees, and all such parties and persons from any and all liabilities arising out of or 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 Producers or by any person or entity designated by Producers pursuant to this paragraph or otherwise may be used for purposes of selecting participants in the Program, and may be described or otherwise related in and in connection with the Program.

(d) I acknowledge and understand that it is of the essence to this Application and Release, and I hereby agree on behalf of myself, and my heirs, next of kin, spouse, guardians, legal representatives, employees, executors, administrators, agents, successors and assigns (collectively, the "**Releasing Parties**"), that I and the other Releasing Parties do hereby unconditionally and irrevocably release and forever discharge each of the other participants in the Program and each of the Releasees 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, and whether or not concealed or hidden (collectively, the "**Released Claims**") in any way directly or indirectly related to or arising directly or indirectly out of this Application and Release, the Program, the Materials, and/or My Likeness and Information, including without limitation: (i) my participation and appearance in or elimination (if applicable) from the Program

or activities associated with the production, post-production, promotion and exploitation of the Program, including without limitation claims for any injury, illness, damage, loss or harm to me or my property, or my death, and any and all claims, demands, damages, costs, expenses and causes of action that I and the other Releasing Parties may now have or may hereafter have or suffer due to or in any way arising out of any act or omission of any Released Party; and/or (ii) my own actions and/or the actions of other participants; and/or (iii) any loss or damage to property and/or equipment; and/or (iv) the actions of any unrelated third parties invited by me; (v) the production, distribution, promotion, exploitation or other use of the Program, by Producers, Network and/or any other assignee or based upon failure or omission to make use thereof. The Released Claims shall include, but not be limited to, those based on negligence of any of the Releasees or any of the other participants in the Program, products liability, breach of contract, breach of any statutory or other duty of care owed under applicable laws, libel, slander, defamation, invasion of privacy, right of publicity or personality, misappropriation, intentional infliction of emotional distress, negligent infliction of emotional distress and infringement of copyright or any other intellectual property rights. I and the other Releasing Parties hereby unconditionally and irrevocably agree that neither I nor the other Releasing Parties will sue or make any claim against any of the participants in the Program or the Released Parties with respect to any of the Released Claims.

(e) I, on behalf of myself and the other Releasing Parties acknowledge that there is a possibility that subsequent to the execution of this Application and Release, I or they will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Application and Release was executed, and which if known by me or them at that time may have materially affected my or their decision to execute this Application and Release. I and the other Releasing Parties acknowledge and agree that by reason of this Application and Release, and the release contained in the preceding subsections, I, on behalf of myself and the other Releasing Parties, am 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 THAT 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, this release shall constitute a full release in accordance with its terms. 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, and acknowledge and agree that this waiver is an essential and material term of this release, and without such waiver I would not have been permitted to audition or become a participant in the Program. I, on behalf of myself and the other Releasing Parties, hereby represent that I and they have been advised by their legal counsel, acknowledge and understand the significance and consequence of this release and of this specific waiver of Section 1542 and other such laws.

(f) I acknowledge and agree this Application and Release is intended to operate and be construed as broadly as possible under applicable law. Accordingly, to the extent applicable law would limit this paragraph in any way, or invalidate any provisions hereof, such limitation or invalid provision shall not operate to invalidate this paragraph in its entirety; rather, this paragraph shall be deemed to operate and to be effective to the maximum extent permitted by law.

(g) I agree that any and all claims, disputes or controversies arising out of or in connection with this Application and Release 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 Application and Release 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 have read, understand, and agree with the foregoing.

SIGNATURE: _____ Date: _____

(PRINT) NAME: _____

LIST ALL PRIOR NAMES, ALIASES, PROFESSIONAL/STAGE NAMES, ETC.: _____

DATE OF BIRTH: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: _____

TYPE OF ID CHECKED: _____

COPY OF ID RECEIVED: ___ YES ___ NO IF NOT, GIVE REASON _____