

**ELIGIBILITY REQUIREMENTS, CASTING RELEASE,  
VOLUNTARY PARTICIPATION AND ARBITRATION AGREEMENT**

- 1) You must be at least 18 years of age as of the date of signing this agreement.
- 2) You must be a legal US resident.
- 3) If you are selected as a potential participant you must execute waivers and release agreements required by Producer and the network or any of their licensees, successors or assigns.
- 4) You will need to be available to the production on certain dates provided to you by Producer (such dates subject to change in Producer's sole discretion) and be willing to travel to various locations as part of production.
- 5) Any offer to become a participant may be subject to or conditioned upon your submission to a background check and you voluntarily and knowingly authorize any person, firm, corporation, or government agency, its officers, employees and agents to release any and all information pertaining to you. In addition, any offer to become a participant may be subject to or conditioned upon your submission to physical and psychological examinations to be conducted by medical professionals (selected by and paid for by Producer), the submission of medical information to production, and the certification of the medical professionals that you meet all physical and psychological requirements.
- 6) You must not be a candidate for public office and must agree not to become one until one (1) year after the initial broadcast or other exhibition of the final episode of the Program in which you appear, if selected as a participant for the Program.
- 7) You give the following representations, warranties, acknowledgements, consents and releases:

(a) By signing below, I 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 release honestly and accurately; (iii) if any of the information in this release is found to be false or incomplete, this will be grounds for dismissal from the Program participant selection process, and/or from the Program contest (if any), if selected; (iv) even if I meet the eligibility requirements, Producer has no obligation to further contact me, interview me, and/or select me as a participant; (v) even if I am selected as a participant, Producer has no obligation to conduct the Program contest (if any) or produce the Program and Network 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 consent to the recording, use and reuse by Producer, Network, and any of the Released Parties (as defined in Paragraph 9 below) 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 Producer or by any of the other Released Parties, 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 Released Parties 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 Released Parties 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 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 and to assign them, and to license others to use them, in any manner Producer may wish and in any and all media now known or hereafter discovered or developed. 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 Network for the use of any such music, including, without limitation, any applicable copyright, public performance, mechanical and synchronization royalties. I further agree that Released Parties 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 Released Parties these rights or for signing this application.

(c) I authorize Producer and any person or entity designated by Producer to investigate, access and collect information about me, about any of the statements made by me in my application, any supporting documents and any other documents that I have signed or provided or do sign or provide 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, to the maximum extent permitted by law. Without limiting the foregoing, I irrevocably authorize Producer and any person or entity designated by Producer 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, any branch of the military, 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 Producer, the persons or entities designated by Producer, and all such parties and persons from any and all liabilities arising out of or in connection with any such investigation. To the maximum extent permitted by law, I specifically authorize investigation of my employment records, medical records, and government records, including but not limited to my motor vehicle records, criminal records, civil records, military records, credit reports, and consumer report(s). I acknowledge and agree that any such information obtained by Producer or by any person or entity designated by Producer pursuant to this paragraph or otherwise may be used for purposes of selecting participants in the Program or in the course of producing the Program, and may be described or otherwise related in and in connection with the Program, in and in connection with another program, and in and in connection with any advertising, promotion or publicity for the Program or other program, to the maximum extent permitted by law.

(d) To the maximum extent permitted by law, I authorize Producer and any person or entity designated by Producer to conduct psychological and physical examinations of me if required by Producer. To the maximum extent permitted by law, I further authorize the individuals conducting such examinations of me to disclose to Producer and their representatives all information about me obtained in connection with such examinations, and authorize Producer to utilize such information in selecting participants for the Program.

(e) I understand that the participant selection process will involve subjective decisions made by certain individuals selected by Producer and Network 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, Network, Producer and other persons or entities may be acquainted with or have some familiarity with some or all of the applicants to varying degrees. I further acknowledge and agree that Producer reserves the right to consider and select participants who are not able to attend an open casting call and that Producer shall have sole discretion and control over every aspect of selecting participants. 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.

8) **CONFIDENTIALITY**. Whether or not I am selected to be a participant on the Program, I shall keep in strictest confidence and shall not, and shall not authorize or cause others to, directly or indirectly, use or disclose to any third party at any time (i.e., prior to, during, or after the taping or exhibition of any episode of the Program) any of the following, which is the exclusive property of Producer or Network: any information or materials that I may read, hear or otherwise acquire or learn in connection with or as a result of my participation in or in connection with the Program, including without limitation, any information or materials concerning or relating to Producer or to Network, the business of Producer or Network, any program produced by Producer or exhibited by Network, including, without limitation, any information concerning or relating to the Program, the participant selection process, the Program applicants, the Program participants, the location(s) of the Program, the events contained in the Program, the outcome of any episode of the Program, and the contents of this application or any other agreement or document that I sign, have signed or receive from Producer or Network at any time (collectively, the “**Confidential Information**”). I acknowledge and agree that my obligations with respect to confidentiality set forth in this application shall continue in perpetuity or until terminated by Network 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 or Network, 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 Network 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 Network shall be entitled to injunctive and other equitable relief to prevent and cure any breach or threatened breach of any of the confidentiality provisions of this application by me.

9) **RELEASE AND AGREEMENT NOT TO SUE**. To the maximum extent permitted by law, I irrevocably and unconditionally release each of the Released Parties 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, 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 the Released Parties as a result of the recording or use of my Likeness 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. The term “Released Parties” shall mean and refer to Producer, Network, any other licensees or assignees of the Program or the Materials, the other participants in the Program, all other persons and entities connected with the Program, all parent, subsidiary, related and affiliated entities, licensees, successors, assigns, sponsors and advertisers of each of the foregoing, all of the respective directors, officers, principals, executives, on-air talent, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing, and the respective heirs, next of kin, spouses, guardians, representatives, executors, administrators, successors, licensees and assigns of each of the foregoing.

10) I acknowledge that there is a possibility that after my execution of this application, I may 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 application. I acknowledge and agree that by reason of this release, and the release of liability contained in the preceding paragraph, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. To the maximum extent permitted by law, I waive any and all rights I may have under section 1542 of the Civil Code of California, and every like provision in any foreign jurisdiction. Section 1542 provides 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 released party.

11) As used herein, “**Producer**” shall include its licensees, successors, and assigns, and each of their respective officers, directors, shareholders, employees, agents, and representatives. As used herein, “**Network**” shall mean one or more of the television networks or platforms of WarnerMedia Direct, LLC. I agree that Producer may license, assign, and otherwise transfer this application and all rights granted by me to any person or entity.

12) I understand that if I am selected for participation in the Program, I must test negative for the Covid-19 before start of filming, and comply at all times with all applicable Covid-19 safety protocols and guidelines.

13) I acknowledge that it is of the essence of this agreement that I immediately notify Producer in the event I know or have a good faith reason to believe that either of the following has occurred: (i) I have tested positive for/am diagnosed with Covid-19 (or a mutation thereof) at any time prior to, during, or within fourteen (14) days after providing services in connection with this agreement; and/or (ii) I am apprised of facts that I have come into contact with someone with a confirmed case of Covid-19.

14) **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.

15) **MEDIATION & ARBITRATION**. WHERE ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT ARISES, THE PARTIES AGREE TO FIRST TRY TO RESOLVE SUCH DISPUTE THROUGH CONFIDENTIAL MEDIATION. IF MEDIATION IS UNSUCCESSFUL, THEN DISPUTES SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES (HARD COPIES PROVIDED UPON REQUEST). I AGREE THAT GIVEN THE UNIQUE NATURE OF THE ENTERTAINMENT INDUSTRY, AND THE IRREPARABLE DAMAGE TO PRODUCER THAT WOULD RESULT FROM DELAYING OR PREVENTING THE EXHIBITION OF ANY PROGRAM PRODUCED HEREUNDER, I MAY NOT SEEK OR OBTAIN INJUNCTIVE RELIEF IN CONNECTION WITH THIS AGREEMENT AND IN NO EVENT SHALL I HAVE THE RIGHT TO ENJOIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION OR EXPLOITATION OF THE PROGRAM. **ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF LOS ANGELES.**

16) **ELECTRONIC SIGNATURES**. This application may be executed by original or electronic signature in a form acceptable to Producer. Any signed copy of this application delivered by electronic transmission shall for all purposes be treated as if it had been delivered containing my original signature, and shall be binding upon me in the same manner as though an original signed copy had been delivered.

17) **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.

To learn more about how Producer collects and uses your personal information in connection with this production, please provide your email address here: \_\_\_\_\_ and Producer will provide you a copy of Producer's Privacy Notice. This notice may be updated from time to time.

**I have read, understand, and agree with the foregoing. I UNDERSTAND THAT I AM GIVING UP LEGAL RIGHTS IN THIS AGREEMENT, INCLUDING MY RIGHT TO FILE A LAWSUIT IN COURT FOR ANY CLAIM IN CONNECTION WITH THIS AGREEMENT.**

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

Print Name: \_\_\_\_\_ Date of Birth\*: \_\_\_\_\_

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

If participant is under 18 years of age: If participant is under 18 years of age: The undersigned represents and warrants that they are the parent(s)/guardian(s) having sole and complete legal custody, care and control of the above-named minor and give permission for such minor to enter into this Agreement. I have read and fully understand this Agreement and expressly approve of, and consent and agree to the minor's execution of the Agreement and his/her undertakings and obligations in the Agreement and will not revoke consent during the minority of the minor. I affirm all representations and warranties made in this Agreement and guarantee the performance of this Agreement by the minor and represent and warrant that the minor will not disaffirm the Agreement at any time during or after minority. I release, discharge and indemnify the Released Parties from all liability, damages, and claims made by or on behalf of the minor arising out of or in connection with the minor's participation in the Program or relating to the subject matter of this Agreement and this parental consent (other than as may be expressly provided for in the Agreement), including but not limited to negligence and all other released claims identified in paragraph 9 of this Agreement.

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Print Name of Parent/Guardian: \_\_\_\_\_ Date of Birth\*: \_\_\_\_\_

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

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Print Name of Parent/Guardian: \_\_\_\_\_ Date of Birth\*: \_\_\_\_\_

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

\_\_\_\_\_  
\* For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.