

I _____ (“I”, “me” or “Participant”) make the representations, warranties, disclosures, covenants, and agreements described below, in consideration of and as an inducement to Office To Octagon, Inc. ("Producer" or "O2O") entering into this long form participant agreement and considering me to become a Participant of the event presently entitled "Office To Octagon Charity Event" (or any version thereof) (the "Event" or "Project"), and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged. In addition, if so requested by Producer, I have signed this waiver form and I have completed the Application and any other documents or agreements given to me by Producer that relates to the Project. If any disclosure, representation, or warranty is false or misleading or if I breach any covenant or agreement made in this Agreement or any other form, agreement, application, or release in connection with the Event, Producer may remove me from the Event. In addition, Producer may make any explanation, announcement, on-air or otherwise, Producer or the network broadcasting the Event (the "Network") may choose. I deem it to be in my best interest to enter into this Agreement, and I am signing this Agreement voluntarily, knowingly, and of my own free will.

I UNDERSTAND THIS IS AN IMPORTANT LEGAL DOCUMENT RELATING TO MY PARTICIPATION IN THE EVENT, AND BY SIGNING THIS DOCUMENT, I AM WAIVING LEGAL RIGHTS I MAY HAVE AGAINST PRODUCER, NETWORK, BROADCASTERS, SPONSORS OF THE EVENT AND OTHERS, AND IT IS MY INTENT TO BE BOUND BY THIS AGREEMENT. I HEREBY ACKNOWLEDGE AND CERTIFY THAT I HAVE HAD SUFFICIENT TIME TO READ, UNDERSTAND AND INVESTIGATE THE FACTS RELATED TO THE ENTIRE AGREEMENT AS I DEEM NECESSARY. AND I HAVE BEEN AFFORDED THE OPPORTUNITY TO REVIEW THIS DOCUMENT WITH MY OWN LEGAL COUNSEL PRIOR TO SIGNING.

Accordingly, Producer and I agree as follows:

I. DISCLOSURES AND ACKNOWLEDGEMENTS.

A. Participation:

1. If I am selected by Producer to be a Participant in the Event, I agree to take part as a Participant in connection with the pre-production of the Event as and to the extent required by the Producer on such dates and at such locations as Producer shall designate in its sole discretion. I understand, acknowledge and agree that interviews, meetings, psychological and/or medical evaluations, examinations and the like are, or may be scheduled, to take place in Boston and possibly other locations throughout Massachusetts (the "Location") for casting purposes and/or during or alter the production of the Event. I agree to participate in said interviews, meetings, evaluations and/or examinations. Producer has the absolute right for any reason at any time to terminate Participant's involvement in the production.

2. If I am selected to be a Participant in the Event, I understand that my actions, voice, and statements during the pre-production period and on the Location during production will be filmed and recorded for the Event and I hereby consent to such videotaping, filming, or recording and knowingly and voluntarily waive any privacy rights I may have, regardless of whether I am aware that recording of my actions and conversations is taking place.

3. I further agree to be available and to participate as when and where Producer may require in connection with publicity, interviews, and similar matters (i.e., to appear on news shows, talk shows and other programs, and to make other appearances as required by Producer) in connection with the Event as when and where designated by Producer in its sole discretion.

4. After the Pre-Production Period, I shall participate in connection with the production of the Event which period is currently anticipated from the present date up and until on or about May 12 2013(with

Signature: _____

Date: _____

such dates and duration subject to change, in Producer's sole and absolute discretion) (the "Production Period"). Similarly, during the Production Period, I understand that my actions, voice, and statements during the pre-production period and on the Location during production will be filmed and recorded and I hereby consent to such videotaping, filming, or recording and knowingly and voluntarily waive any privacy rights I may have, regardless of whether I am aware that recording of my actions and conversations is taking place. The Production Period shall also include any additional promotional activities and other Event-related activities, including but not limited to, interviews, meetings, etc., as determined by Producer from time to time. Notwithstanding the foregoing, I understand, acknowledge and agree that Producer cannot anticipate day-to-day changes to the production schedule, and I agree that I will cooperate with Producer in good faith with respect to any changes in the production schedule and, in any event, will not act to frustrate the purposes of this Agreement or otherwise interfere with the production or exploitation of the Event.

5. During my participation, I agree to follow all of Producer's rules, directions, and instructions in all matters (including Participant selection and decisions regarding the creation and implementation of terms, conditions, and rules governing the Event). I further understand, acknowledge, and agree that all Event rules are subject to change by Producer, in Producer's sole discretion and not subject to appeal, at any time including, without limitation, while I am participating as a Participant on the Event and that Producer's decision(s) on all matters relating to the Event and my participation therein (including Participant selection, the activities in which the Participants partake, and the manner in which the event is produced) shall be final and binding. I understand, acknowledge, and agree that Producer reserves the right, in its sole discretion, to charge, add to, delete from, modify, or amend the terms, conditions and rules affecting the conduct of the Participants on the Event, the Event activities, and the elimination of Participants from the Event.

6. Producer shall have no obligation to produce or exhibit the Event or to use or otherwise exploit the results and proceeds of my participation in the Event. Furthermore, at any time and in its sole discretion, the Producer may add, remove, or replace any participant for any reason, including, without limitation, if Producer deems in its sole discretion that the Participant has breached this Agreement that a Participant is not mentally or physically able to continue in the competition, that a Participant's participation on the event *orId the appearance of impropriety, or for creative reasons. The elimination, removal, and/or replacement of any Participant are final and not subject to any challenge, review, or appeal.

II. GRANT OF RIGHTS; OWNERSHIP OF MATERIALS AND EVENT.

A. **Granted Rights:** All rights which I have granted hereunder are referred to hereafter collectively as the "Granted Rights." It is understood and agreed that the Granted Rights may be used in any manner and in all media, whether now known or hereafter devised, throughout the universe and either factually or with such portrayal, impersonation, simulation, imitation, or other modification, in whole or in part as Producer, its licensees, successors, and assigns, determine in their sole unfettered discretion. Producer may freely assign any or all of the Granted Rights. Notwithstanding the foregoing, I agree and acknowledge that neither Producer nor the Network shall have the obligation to exercise any of the Granted Rights (the exercise of such rights to be in Producer's and Network's sole and absolute discretion). For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, with full knowledge, I hereby grant to Producer the following exclusive, perpetual, and irrevocable Granted Rights:

1. **Name, Likeness, Etc.:** The unconditional right throughout the world, in all media and in perpetuity, to use, record, videotape, simulate or portray (and to authorize others to do so) or to refrain from using, simulating or portraying, my name, likeness, image (whether photographic or otherwise)(collectively, my "Likeness"), voice, actions, statements, personality, personal identification, or personal experiences

Signature: _____

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(including, without limitation, whether I am clothed, partially clothed, whether I am aware or unaware of such photographing, videotaping, filming, or recording, and by requiring me to wear a microphone at all times)(collectively, my "Performance"), my life story, biographical data, incidents, situations, and events which heretofore occurred or hereafter occur, including, without limitation, the right to use, or to authorize others to use any of the foregoing in or in correction with the Event (or any episode or portion thereof) and the distribution, exhibition, advertising, promoting, or publicizing of the Event or any Event episode by Producer, the Network, its operations, sponsors/ activities, or programming services and with any merchandise, tie-in, product (including product integration), or service of any kind. While I am participating in the Event, I agree to also participate in the taping of any product integration which Producer may include in the Event. I acknowledge and agree that Producer shall have the right (a) to include any such information and any such appearance, depiction, portrayal, actions, and Statements in the Event as edited by Producer in its sole discretion, and (b) to broadcast and otherwise exploit the Event containing any such information and any such appearance, depiction, portrayal or actions. THE WAIVERS, RELEASES, AND INDEMNITIES IN THIS AGREEMENT EXPRESSLY APPLY TO ANY SUCH INCLUSION AND EXPLOITATION. I acknowledge and agree that Producer will be the sole and exclusive owner of all rights and material filmed, taped, and/or recorded pursuant to this Agreement.

2. Merchandising/Commercial Tie-Ins: Without limiting any of the rights I have elsewhere granted, I grant to Producer the right to use and license the use of my name, voice (actual or simulated) likeness (actual or simulated) and biography, in all media now known or hereafter devised, in connection with marketing, promotion and exploitation of the Event and in connection with the exploitation and exercise of all ancillary and subsidiary rights in the Event. Such uses shall include the use of my name, voice and/or likeness, and all or a portion of the results and proceeds of my participation (e.g., clips and behind the scenes footage), in, without limitation, merchandising, publishing, wireless, online uses (e.g. websites), soundtracks, as well as in commercial tie ins, cross promotions, point of sale campaigns, and otherwise on behalf of commercial sponsors of the Event and regardless of whether any of the foregoing are advertiser supported, subscription, or otherwise.

3. Participant Personal Photographs, Film, and Video: I understand and agree that during Event production I shall, under no circumstances, shoot or take any photographs, film, or video without obtaining Producer's prior written approval. If I have previously developed said film or video, I shall provide Producer with all of such exposed film (negatives and prints) or video for Producer's and the Network's use in the Event as a Granted Right the advertising and promotion of the Event and any and all ancillary uses of the Event (i.e., books, calendars, videos, CD-ROM). Producer and the Network shall be entitled to retain possession of the film or video. In addition, Producer shall have the unconditional right to use my Likeness found in any photograph, film or video given to it by me for use in the Event. I understand and agree that no additional compensation, payments, residuals, re-use fees or otherwise shall be made to me with respect to Producer's or the Network's use of such photographs, film or video and I shall not have the right to exhibit, distribute, or exploit such photographs, film or video.

B. Ownership of Rights: Without limiting any of the rights I have granted herein, I acknowledge and agree that all of the results and proceeds of the Granted Rights hereunder (collectively, the "Materials") including, without limitation, all artistic, literary, dramatic, musical, photographic (still or moving, taken during the Event preparation, pre-production or production period) and other materials which I may create or furnish hereunder and any actions, statements and materials in connection with the Event and my application therefore, are being specially commissioned by Producer as contribution to an audiovisual work and, accordingly, the copyright (and all renewals and extensions thereof and all other proprietary rights, title and interest in such Materials shall be owned by Producer as the author of such Materials, which shall be considered "works-made-for-hire," pursuant to the United States Copyright Act. If any of such Materials are not deemed "works-made-for-hire," I hereby assign to Producer the entire copyright

Signature: _____

Date: _____

and all other rights in and to such Materials (and where any such Materials are not in existence at the date hereof, by way of present assignment of future copyright), throughout the universe for the full period of copyright and all renewals and extensions thereof, and thereafter for the maximum period permitted by law. Without limiting the foregoing, Producer shall have the exclusive right to copy, reproduce, change, edit, add to, delete from, translate, distribute, transmit, exhibit, advertise, use, and otherwise exploit the Materials or any part thereof, to make or authorize any ancillary use thereof (including, without limitation, the distribution or licensing of the Materials for syndication, commercial and noncommercial publishing, print publication, home video, sound recordings, internet/ on-line and merchandising) and to advertise and promote the foregoing, in perpetuity throughout the universe by any and all means and in any and all media whether now known or hereafter invented or devised (including, without limitation, television, [whether free, pay, cable, satellite, or otherwise], theatrical, non-theatrical, cassettes, disc, and other home video devices, the Internet and other on line or computer-assisted media and print media) and to authorize others to do any of the foregoing. Producer shall have the right to make any use it desires of any Materials (including, without limitation, the Event and my performance in the Event or the Materials), without the payment of any compensation, except as otherwise stated herein. I hereby waive unconditionally and irrevocably the benefit of any provision of law known as "Moral Rights" or similar laws now or hereafter prevailing in any part of the world which might otherwise apply to the Materials and I will not assert any Moral Rights against Producer or the Network. The Materials and all rights therein, including, without limitation, any so-called rental and lending rights pursuant to any European Economic Community ("EEC") directives and/or enabling or implementing legislation, laws or regulations enacted by member nations of the EEC, shall be the sole property of Producer and may be distributed, exhibited, broadcast and otherwise used and/or exploited, in whole or in part, in perpetuity, in any manner and through any media as Producer may elect. I agree that any telecast or other exploitation of the Materials or any rights therein, whether as part of the Event or otherwise, will not entitle me to receive any compensation. Without limiting paragraph II(B) above, I am aware and hereby acknowledge that new rights to the Material may come into being and/or be recognized in the future, under law and/or in equity (collectively the "New Exploitation Rights"), and I intend to and do hereby assign, grant, and convey to Producers any and all such New Exploitation Rights in and to the Material. I am also aware and do hereby acknowledge that new (and/or changed) technology, uses, media, formats, modes of transmission, and methods of distribution, dissemination, exhibition or performance (collectively the "New Exploitation Methods") are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting the Material. I intend and do hereby assign, grant, and convey to Producers any and all rights to such New Exploitation Methods with respect to the Material. I hereby agree to execute and deliver to Producers any and all documents Producers deem in their interest to confirm the existence of the preceding assignment, grant, and conveyance and to effectuate my purpose to assign, grant, and convey such rights to Producers, including, without limitation, the New Exploitation Rights and any and all rights to the New Exploitation Methods, as well as to evidence, effectuate or enforce any other provision of this Participation Agreement.

C. Public Domain Material: Nothing in this Agreement shall ever be construed to restrict, diminish or impair the rights of either Producer or the Participants to utilize freely, any work or media, any story, idea, plot, theme, sequence, scene, episode, incident, name, characterization or dialogue which may be in the public domain, from whatever source.

D. No Inducement: I acknowledge that the Granted Rights provided by me have not been induced to do so by any representations or assurances, whether written or oral, by Producer, Producer's assigns, Producer's employees, or any party connected with the event relative to the manner in which the Granted Rights may be exercised and I agree that the Producer is not under any obligation to exercise any of the Granted Rights and agree that I have not received any promises or inducements other than as herein set forth.

III. PERFORMANCE

Signature: _____

Date: _____

A. No Performance: I agree that my appearance as a participant in the Event does not constitute a performance within the parameters of a performing arts union or guild and under no circumstances will any compensation (other than that specifically referenced above), such as payment, residual, royalty, reuse or similar payments, be payable to me or on my behalf regardless of the manner and the extent to which Producer or the Network elects to exploit the Event or the results and proceeds of my services hereunder.

IV. ACKNOWLEDGMENT AND ASSUMPTION OF RISK.

A. Knowledge, Awareness, and Assumption of Risks of Personal Injury and Property Loss: I understand, acknowledge, and agree that the Event, including but not limited to, the Dates, may involve strenuous physical activity including, without limitation, boxing, weight training, running, cross-training, mixed martial arts, wrestling, and other physical activities yet to be determined. I represent that I am familiar with the varied risks and dangers attendant to each of the activities and means of transportation and the risks and dangers described in this Agreement. I understand, acknowledge, and agree that my participation in the Event carries with it the potential for death, serious physical or emotional injury, mental or physical illness, and property loss. I further understand, acknowledge, and agree that I may suffer emotional and mental distress as a result of certain aspects and elements of the Event, including, but not limited to, the portrayal of my Likeness and/or Performance, the competition within the Event, the unpredictable nature of the Event, or the isolation from family and friends during production.

IN LIGHT OF THE ABOVE RISKS, I UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT PRODUCER HAS ADVISED ME TO CONSULT AND THAT I HAVE CONSULTED WITH MY OWN PHYSICIAN REGARDING THE ADVISABILITY FROM A PHYSICAL AND EMOTIONAL HEALTH PERSPECTIVE OF MY POTENTIAL PARTICIPATION IN THE EVENT AND THAT ANY INJURIES ALLEGEDLY CAUSED THEREBY ARE HEREBY SPECIFICALLY INCLUDED WITHIN THE MATTERS RELEASED UNDER PARAGRAPH V (C) BELOW AND INDEMNIFIED AGAINST UNDER PARAGRAPH V (D) BELOW.

I further understand, acknowledge, and agree that Producer will assist me in obtaining any required emergency medical treatment as may be necessary, but in the event I become sick or injured and such additional costs are incurred, I must look to my own insurance to cover the cost of any medical or other treatment expenses.

B. Right to Withdraw: I acknowledge that I always have the option to discontinue my participation in the Event and to withdraw as a participant from the Event at any time (whether because of Producer's disclosures to me or for any other reason), subject to the reasonable time and logistic restraints necessary to assist me if I withdraw while on location. I also acknowledge that Producer may provide additional disclosures to me regarding the various risks to which I might be subjected in connection with my participation in the Event and that Producer may ask me to sign additional releases and waivers relating to those risks. I understand that if I refuse to sign any such releases and waivers which Producer requires or if I elect to withdraw from the Event, then I can no longer participate in the Event and I forfeit any honorarium, if any, to which I would be entitled. I understand and agree that no such discontinuation or withdrawal will affect any of the rights I have assigned to Producer or any of my covenants, agreements, waivers, releases or indemnities in this Agreement.

I ACKNOWLEDGE THAT I MAY BE HELD FULLY RESPONSIBLE FOR ALL COSTS AND DAMAGES INCURRED BY PRODUCER WHICH RESULT FROM MY VOLUNTARY WITHDRAWAL OR DISQUALIFICATION FROM THE EVENT, AND/OR A BREACH OF ANY REPRESENTATION OR STATEMENT MADE BY ME IN THIS AGREEMENT, AND/OR IN ANY OF THE APPLICATIONS OR OTHER AGREEMENTS EXECUTED BY ME (AS SET FORTH ABOVE). AND/OR AFTER MY SELECTION AS A PARTICIPANT,

Signature: _____

Date: _____

DURING ANY EVENT PRE-INTERVIEW OR INTERVIEW OF ME. SUCH COSTS MAY INCLUDE ALL COSTS OF PRODUCTION RELATED TO MY WITHDRAWAL.

I understand and agree that no such discontinuation, disqualification or withdrawal (collectively, "discontinuation") will affect any of the rights I have assigned to Producer or any of my covenants, agreements, waivers, releases, or indemnities in this Agreement. In addition, I understand, acknowledge, and agree that any such discontinuation may, at Producer's sole option, occur on camera and will be recorded, and that any Material obtained by Producer prior to such discontinuation and any Material relating to any such discontinuation, may be used, broadcast, exhibited, distributed, advertised, publicized, promoted, or otherwise exploited by Producer as part of the Event or otherwise, as Producer determines in its sole discretion. Without limiting the generality of the foregoing, Producer understands, acknowledges and agrees that a personal injury that prevents me from continuing as a Participant will not be deemed a voluntary withdrawal or disqualification.

C. No Representations or Warranties from Producer: I acknowledge that Producer has made no representations or warranties of any kind whatsoever to me regarding other Participants, including but not limited, to the mental or physical health of such Participants or their career, financial history or medical/emotional or personal history, I understand and acknowledge that Producer may or may not screen or conduct background checks or investigations of any Participant or of any other person who appears, or may appear, on the Event (including an investigation of any person's medical (including for sexually and/or communicable diseases), psychological, professional or criminal history) and has no duty to conduct the aforementioned checks or investigations. In the event Producer chooses to conduct any background check, psychological evaluation or medical test, including those for sexually transmitted diseases on other Participants, Producer has no obligation to share the results thereof with me.

I EXPRESSLY AGREE AND AFFIRM TO PRODUCER THAT I WILL CONDUCT MYSELF WITH THE CARE, GOOD JUDGMENT, AND DISCRETION THAT I WOULD ORDINARILY EXERCISE IN SIMILAR SITUATIONS.

But I further understand and acknowledge that Producer cannot control, and is not responsible for, the events, which transpire, or allegedly transpire during any activity or other interaction between myself and other Participants or any other person on the Event. I agree to maintain my behavior during the Event and any other interactions with any person on the Event in accordance with all applicable laws, rules, regulations and generally accepted social practices. Specifically, I acknowledge that I, at my sole election, may decide to participate in an activity that involves a risk of injury, embarrassment, danger, or death. I assume all risk associated with such activity and understand that Producer undertakes no responsibility or liability of any kind or nature for any adverse effects or problems of whatever kind or nature, which I may experience as a result of undergoing such activity.

I AGREE THAT ANY INJURIES, CLAIMS, DAMAGE OR HARM ALLEGEDLY SUFFERED BY ME IN CONNECTION WITH ANY INTERACTION BETWEEN MYSELF AND OTHER PARTICIPANTS OR ANY OTHER PERSON ON OR CONNECTED WITH THE EVENT, OR ANY OTHER ACTIVITY IN CONNECTION WITH THE EVENT, ARE HEREBY SPECIFICALLY INCLUDED WITHIN THE MATTERS RELEASED UNDER SECTION V BELOW AND INDEMNIFIED AGAINST UNDER PARAGRAPH V BELOW, I HEREBY WAIVE ANY RIGHT, CLAIM, OR DISPUTE I MIGHT OTHERWISE HAVE WITH RESPECT TO PRODUCER'S DECISION NOT TO CONDUCT ANY BACKGROUND INVESTIGATION(S) OR, IN THE EVENT PRODUCER CHOOSES TO CONDUCT BACKGROUND CHECKS, FOR ANY NEGLIGENTLY OR IMPROPERLY CONDUCTED BACKGROUND CHECKS, OR PRODUCER'S FAILURE TO SHARE THE RESULTS OF SUCH BACKGROUND CHECKS WITH ME AND I AGREE THAT ANY INJURIES, DAMAGES OR HARM ALLEGEDLY SUFFERED BY ME IN CONNECTION THEREWITH ARE HEREBY SPECIFICALLY INCLUDED WITHIN THE MATTERS RELEASED IN PARAGRAPH V BELOW AND INDEMNIFIED AGAINST UNDER SECTION V BELOW.

Signature: _____

Date: _____

D. Assumption of Other Risks: I acknowledge that the foregoing is not an exhaustive list of the risks, hazards, and dangers I will be exposed to as a result of the Event activities. I voluntarily and freely accept and assume these and all such other risks, hazards, and dangers I may encounter or be exposed to and understand and acknowledge that the waivers, releases and indemnifies in this Agreement expressly apply to these risks, hazards, and dangers, whether or not such risks, hazards, or dangers are apparent to me now.

E. Assumption of Risks from other Participants:

ALTHOUGH PARTICIPANTS ARE INSTRUCTED TO REFRAIN FROM ALL FORMS OF VIOLENCE AND INTIMIDATION, I UNDERSTAND AND ACKNOWLEDGE THAT DURING THE COURSE OF THE PROJECT, I WILL BE IN CLOSE PHYSICAL PROXIMITY TO OTHER PARTICIPANTS WHO MAY, BY VIRTUE OF THE PROJECT, OR FOR OTHER REASONS, ACT UNPREDICTABLY, INCLUDING WITHOUT LIMITATION EXHIBITING PHYSICAL OR VERBAL AGGRESSION TOWARD ME OR OTHER PARTICIPANTS. I EXPRESSLY ASSUME THE RISK OF ANY PHYSICAL OR EMOTIONAL INJURIES I MAY SUFFER AS A RESULT OF MY PARTICIPATION IN THE PROJECT,

F. Medical Authorization: In case of an emergency, I authorize Producer to arrange for or provide such medical assistance to me as it determines is necessary. I also authorize any licensed physician, health care personnel and/or medical facility to provide any medical care and/or hospitalization of me, including anesthetics, which such licensed physician, health care personnel and/or medical facility determines necessary or advisable. I authorize any reasonably necessary care by paramedics. I acknowledge that I have disclosed to Producer all medical conditions that could in any way affect my participation in the Project. In connection with the foregoing, I also agree to execute a copy of the 'Emergency Medical Release attached hereto as Exhibit "A" and incorporated by this reference. Nothing in this subsection in any way limits the right of Participant or anyone holding a medical proxy for Participant to make medical decisions for Participant which decisions shall prevail over Producer's medical decisions.

V. RELEASES, WAIVERS AND INDEMNIFICATIONS.

A. Definition of "Releasing Parties":

AS USED IN THIS AGREEMENT, THE TERM "RELEASING PARTIES" MEANS AND REFERS TO EACH OF ME, MY HEIRS, NEXT OF KIN, SPOUSE, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS,

B. Definition of "Released Parties":

AS USED IN THIS AGREEMENT, THE TERM "RELEASED PARTIES" MEANS AND REFERS TO EACH OF PRODUCER, THE NETWORK, THE EXECUTIVE PRODUCERS OF THE EVENT AND THEIR RESPECTIVE PARENT, SUBSIDIARY, OR AFFILIATED ENTITIES, LICENSEES, SUCCESSORS OR ASSIGNS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, SHAREHOLDERS, ATTORNEYS, REPRESENTATIVES, AND MEMBERS.

C. Waiver of All Claims and Suits; Released Claims: I and the other Releasing Parties hereby unconditionally and irrevocably covenant not to sue or claim against any of other Participant in the Event, or any of their heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors, and assigns, or any of the Released Parties for any and all liability, injury or illness of any kind whatsoever, howsoever caused, relating to, resulting from or arising out of or in connection with my application or preparation for, participation and appearance in or elimination from the Event or activities associated with the Event, whether occurring before, during, or after my actual participation in the

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Event, and whether or not caused by or arising out of the act or omission of any party, including, without limitation, any of the Released Parties, or any of the participants in the Event or any third party. I and the other Releasing Parties hereby unconditionally and irrevocably release and forever discharge each of the other participants in the Event, each of their heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors, and assigns, and the Released Parties from and against any and all claims, 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") arising out of or in connection with application or preparation for, participation and appearance in the Event or activities associated with the Event (including, without limitation, my preparation for the Event and any travel I may undertake in connection with the Event), whether occurring before, during or after my actual participation in the Event, or the production and exploitation of the Event, or the exercise or exploitation of any rights granted by me in this Agreement (including but not limited to any Granted Rights, Exploitation Rights or New Exploitation Rights), including, without limitation, any claims for any injury, illness, damage, loss or harm to me or my property, or my death, or any injury, illness, disease, damage, trespass, loss or harm to any Releasing Parties or any third parties or any of their property, or the death of any Releasing Parties or any third parties. The Released Claims shall include but not be limited to those based on negligence or gross negligence of any of the Released Parties or any of the other participants in the Event, wrongful death, personal injury, infliction of emotional distress, products liability, breach of contract, breach of any statutory or other duty of care owed under applicable laws, libel, slander, defamation, invasion of privacy, violation of any right of publicity or personality, infringement of copyright or trademark, loss of earnings or potential earnings and misrepresentation. I and the other Releasing Parties acknowledge that there is a possibility that subsequent to the execution of this Agreement, I or they 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 and the other Releasing Parties acknowledge and agree that by reason of this Agreement, and the releases contained in this Agreement, I and the other Releasing Parties are assuming any risk of the existence of such unknown facts and such unknown and unsuspected claims.

This release shall constitute a full release in accordance with its terms. I and the other Releasing Parties knowingly and voluntarily waive any 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 release. It is intended, understood and agreed that the release set forth herein constitutes release by myself and the other Releasing Parties of all claims, whether known or unknown, regarding or relating to the Event. I and the other Releasing Parties hereby represent that we have been advised by our legal counsel (or, in the alternative, have had the opportunity to be advised by our legal counsel, and have chosen not to consult such counsel), understand and acknowledge the significance and consequence of this release and of this specific waiver of such laws.

D. INDEMNIFICATION: I AND THE OTHER RELEASING PARTIES IRREVOCABLY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS PRODUCER, THE NETWORK, THE EXECUTIVE PRODUCERS OF THE EVENT AND THEIR RESPECTIVE PARENT, SUBSIDIARY, OR AFFILIATED ENTITIES, LICENSEES SUCCESSORS, OR ASSIGNS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, SHAREHOLDERS, ATTORNEYS, REPRESENTATIVES AND MEMBERS (EACH, AN "INDEMNITEE") FROM AND AGAINST ANY CLAIM, LOSS, PENALTY, LIABILITY, COST AND EXPENSE, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL FEES, ARISING FROM OR RELATING TO: (1) ANY ACTUAL OR THREATENED BREACH OF ANY AGREEMENT, COVENANT, WARRANTY, REPRESENTATION OR UNDERTAKING MADE BY ME IN THIS AGREEMENT AND/OR SERIES APPLICATION; (2) THE USE OR NON-USE ANY OF THE RIGHTS I HAVE GRANTED IN CONNECTION WITH THE EVENT; AND (3) ANY

Signature: _____

Date: _____

STATEMENT, ACTION OR OMISSION OF MINE DURING OR IN CONNECTION WITH THE EVENT (WHETHER BEFORE, DURING OR AFTER MY ACTUAL PARTICIPATION IN THE EVENT).

E. Waiver of Physician/Patient Privilege: I hereby waive any physician-patient privilege I may have or that may arise with any physicians, psychologists, health care providers (including both physical and mental health care providers), social workers, health care institutions, insurers and other individuals or entities as a result of my participation in the participant selection process and/or the Project, and I authorize the release to you of all records and information, written, verbal, electronic or otherwise, from any of the above persons and/or entities. I agree to sign any additional authorizations that you or a health care provider deem necessary to facilitate the release of such records.

F. Release of Liability:

I UNDERSTAND THAT DURING THE PRODUCTION OF THE PROGRAM I WILL BE PRESENT IN CLOSE QUARTERS WITH OTHER PARTICIPANTS IN THE PROGRAM. PRODUCER HEREBY INFORMS ME, AND I ACKNOWLEDGE AND ACCEPT, THAT THE OTHER PARTICIPANTS MAY NOT HAVE BEEN SCREENED FOR ANY DISEASES, SICKNESSES OR OTHER HEALTH CONDITIONS, AND I ASSUME ALL RISKS OF INTERACTING WITH THE OTHER PARTICIPANTS. MY RELEASE OF LIABILITY IN THIS SECTION V SPECIFICALLY INCLUDES RELEASE OF LIABILITY FOR ANY DISEASE OR MEDICAL CONDITION THAT I MAY CONTRACT FROM ANOTHER PARTICIPANT IN THE PROGRAM.

VI. REMEDIES.

A. Limitation on Remedies: I acknowledge and agree that the rights I have granted hereunder and my participation related thereto are unique, unusual, special and extraordinary, the loss of which would not be adequately compensable in damages in an action at law. I further agree that in addition to any rights or remedies which Producer may have under this Agreement or otherwise, Producer therefore would be entitled to all available equitable remedies in case of my breach or threatened breach of this Agreement. Any of Producer's remedies, rights, undertakings and obligations contained in this Agreement shall be cumulative. No remedies, rights, undertakings, or obligations available to Producer shall be in limitation of any other remedy, rights, undertaking, or obligation of either party. No breach of this Agreement shall entitle me to terminate or rescind the rights granted to Producer or the Network herein. I hereby waive the right, in the event of any such breach by Producer or the Network, to equitable relief or to enjoin, restrain or interfere with the exercise of any of the Granted Rights, it being my understanding that my sole remedy shall be the right to recover monetary damages with respect to any such breach.

B. Liquidated Damages: I agree that any breach or violation by me of any of the terms or provisions of this Agreement shall result in substantial damages and injury to Producer and/or the Network, the precise amount of which would be extremely difficult or impracticable to determine. Accordingly, Producer and I have made a reasonable endeavor to estimate a fair compensation for potential losses and damages to Producer and/or the Network which would result from any breach by me of any material term of this Agreement, therefore, I further agree that in addition to the remedies set forth hereinabove, I will also be obligated to pay, and I agree to pay to producer and/or the Network, the sum of One Thousand Dollars (\$1,000) as a reasonable and fair amount of liquidated damages to compensate Producer and/or the Network for any loss or damage resulting from each breach by me of the terms hereof. I further agree that such sum bears a reasonable and proximate relationship to the actual damages that Producer and/ or the Network will or may suffer from each breach by me.

C. Dispute Resolution: I acknowledge, understand and agree that if any dispute, controversy or claim arising out of or relating to this Agreement, the breach of any term hereof, or any effort by any party to

Signature: _____

Date: _____

enforce, interpret and/or construe, rescind, terminate or annul this Agreement, or any provision thereof, including, without limitation, the applicability of this arbitration provision, and any and all disputes or controversies relating in any manner to my appearance on or participation in the Event (collectively "Matter(s)"), cannot be settled through direct discussions, the parties agree to endeavor first to settle the controversy or claim by mediation conducted in Suffolk County, Massachusetts. If any Matter is not otherwise resolved through direct discussions or mediation, it shall be resolved by binding arbitration conducted in Suffolk County, Massachusetts. The arbitrator selected will be a fair and neutral arbitrator with experience in entertainment disputes. The arbitration proceedings, testimony, discovery and documents filed and/or produced in the course of the arbitration, including the fact that arbitration is being conducted, will be maintained as confidential by the parties and will not be disclosed to any third party to the arbitration, except the arbitrator, the parties' attorneys and their staff, and any experts retained by the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. As set forth more fully below, Producer, shall have the right to seek injunctive or other equitable relief. In any and all other respects, the Federal Arbitration Act (9 U.S.C. S 1, et seq.) or its successor statute shall apply and govern the enforcement of this arbitration clause. In any such arbitration and/or court proceeding I and Producer agree that the prevailing party shall, in addition to any other award, also be entitled to all costs as well as reasonable attorney's fees.

IN AGREEING TO ARBITRATION, BOTH I AND PRODUCER ACKNOWLEDGE THAT WE HAVE WAIVED THE RIGHT TO A JURY TRIAL. MY REMEDIES FOR ANY BREACH OF THIS AGREEMENT BY PRODUCER OR OTHERS WILL BE LIMITED TO DAMAGES AND IN NO EVENT WILL I BE ENTITLED, AND I HEREBY WAIVE ANY RIGHT, TO RESCIND THIS AGREEMENT OR TO SEEK OR OBTAIN (INCLUDING, WITHOUT LIMITATION, THROUGH ANY ARBITRATION PROCEEDING) INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. I HEREBY ACKNOWLEDGE AND AGREE THAT MY SOLE REMEDY FOR CLAIMED INJURIES ARISING OUT OF THIS AGREEMENT SHALL BE TO SEEK MONETARY DAMAGES, IF ANY. AND THAT SUCH REMEDY IS ADEQUATE AND SUFFICIENT.

I further acknowledge and agree that the "business realities" of television productions of this nature, including the Event, create special circumstances for which Producer must be able to maintain its ability to seek injunctive relief and/or other equitable and/or provisional remedies, as set forth herein above. For example, a participant's premature or threatened disclosure of Confidential Information and Materials or violation of the media contact provisions of this Agreement could result in a reduction of audience interest or other diminution in the value of the Event or Producer's or The Network's rights hereunder, which would cause Producer and The Network irreparable injury and damage that could not be Reasonably calculated or adequately compensated by damages in an action at law. Accordingly, under such circumstances, Producer and The Network hereby reserve the right to seek injunctive relief and I hereby expressly agree that Producer and The Network shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this Agreement.

D. Other Matters: Any Dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of this Agreement), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Suffolk County.

Signature: _____

Date: _____

EXHIBIT "A"

EMERGENCY MEDICAL RELEASE

IN CASE OF EMERGENCY, I, by signing below, authorize Producer, any of its subsidiary corporations or affiliates, and any of their employees, representatives, and contractors to arrange for or provide such medical and/or psychological assistance to me as they determine to be necessary.

I also authorize any licensed physician, psychologist, therapist and/or medical facility to provide any medical/surgical care and/or hospitalization to me, including anesthetics, which they determine necessary or advisable, pending receipt of a specific consent from me. I authorize any reasonably necessary care by the paramedics.

DATE: SIGNED:

Print Name:

(Legal Guardian): _____

SIGNED

Print Name: _____

Emergency Contact Name: _____

Relationship: _____

Their address: _____

City: _____ State: _____ Zip Code: _____

Phone: Daytime: (_____) _____ Evening: (_____) _____

Signature: _____

Date: _____