

**"THE BACHELORETTE"**  
**RELEASE AND WAIVER, AGREEMENT NOT TO SUE,**  
**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND**  
**PARTICIPANT AGREEMENT**

I ("I", "me", "Bachelorette", "Participant") and And Syndicated Productions, Inc. ("Producer") have entered into the (1) Program/Audition Appearance Authorization and Release (2) Request and Authorization for Disclosure and Redisclosure of Medical Information, (3) the Psychological Evaluation Release Form; (4) the Confidentiality Agreement, and (5) Video and Still License; and I have completed the short form Bachelorette Application and the long form Participant Questionnaire; all relating to the television series currently entitled "The Bachelorette" (the "Series"). In consideration of and as an inducement to Producer entering into this Agreement and further considering me to become the Bachelorette, in the Series, I am making representations, warranties, disclosures, covenants and agreements described below. 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, questionnaire or release in connection with the Series, Producer may remove me from the Series; and Producer may make any explanation, announcement, on-air or otherwise, Producer or the network broadcasting the Series (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 SERIES, AND BY SIGNING THIS DOCUMENT I AM WAIVING LEGAL RIGHTS I MAY HAVE AGAINST PRODUCER, NETWORK, BROADCASTERS, SPONSORS OF THE SERIES AND OTHERS.

Accordingly, Producer and I agree as follows:

**I. DISCLOSURES AND ACKNOWLEDGEMENTS;**

A. As a Participant in the Series, I agree to take part as a Participant in connection with the production of the Series 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 that interviews, meetings, psychological and/or medical evaluations, examinations and the like are or may be scheduled to take place in Los Angeles and possibly other locations throughout the United States (the "Location") for casting purposes and/or during or after the production of the Series. I agree to participate in said evaluations and/or examinations and further understand and agree that any and all medical and/or psychological examiners may share with Producer the results of said examinations. I also agree that in connection with evaluating my participation in the Series, Producer may or may not conduct a background check on me. As a Participant in the Series, I, my actions, voice and sound effects during the pre-production period and on the Location during production will be filmed and recorded for the Series on an up to 24 hours a day, 7 days a week basis, including without limitation by means of hidden cameras (however, such hidden cameras, if any, shall not be positioned to intentionally capture images of you urinating or defecating in the bathroom) and microphones 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. I also agree to attend any meetings or interviews required by Producer in connection with my preparation for or participation in the Series. I further agree to be available and to

participate as when and where Producer may require in connection with publicity, interviews and similar matters (e.g., to appear on news shows, talk shows and other programs, and to make other appearances as required by Producer) in connection with the Series as when and where designated by Producer in its sole discretion.

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B. Knowledge of Series Nature and Content and Agreement to Comply with All Rules, Directions, and Instructions: I am familiar with the nature and concept of the Series. I understand that the Series is a reality television show, is not a game show, and will be produced for entertainment purposes. As a Participant in the Series, during the period of production, including any extensions scheduled at Producer's sole and absolute discretion, I will be expected to potentially go on date(s) with one or more Bachelors (hereinafter individually and collectively the "Dates"). Initially, I, the Bachelorette, shall be introduced to twenty-five (25) Bachelors, and I will go on group dates with fifteen (15) of these Participants. Group dates shall consist of approximately five (5) Bachelors and me, the Bachelorette. After the group date period, I will go on non-chaperoned one-on-one dates with selected Bachelors as set forth in The Series Guidelines. At the conclusion of each Series episode, I will narrow the group of Bachelors down from fifteen (15) to eight (8), to four (4), to three (3), to two (2), and ultimately the final Bachelor, the Bachelorette finally selects (subject to modification by the Producer as to the number of Bachelors eliminated by the Bachelorette at each stage of production). I understand that all Dates may be recorded (on tape, film or otherwise) and some Dates may be overnight or weekend trips to locations of Producer's choice, in Producer's sole discretion. I further understand and acknowledge that Producer does not provide a chaperone for the Dates. I agree that before, during and after the Dates, I will appear in the Series to be interviewed and make observations concerning my experiences on the Dates and thoughts related thereto. I have received, read and understood the description of the Series ("The Series Guidelines"), as provided by Producer, and I have voluntarily applied to participate in the Series. 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 Series). I further acknowledge and agree that all Series rules are subject to change by Producer, in Producer's sole discretion, at any time including, without limitation, while I am participating as a Participant on the Series and that Producer's decision(s) on all matters relating to the Series and my participation therein (including Participant selection, the activities/Dates in which the Participants partake, and the manner in which the Series is produced) shall be final and binding. In addition, if any activity on the Series is halted for any reason, I shall abide by Producer's decision regarding the resumption of the activity. I understand that Producer reserves the right, in its sole discretion, to change, add to, delete from, modify or amend the terms, conditions and rules affecting the conduct of the Participants on the Series, the Series activities, and the elimination of Participants from the Series. Any actual or alleged consequences of my following such rules, directions and instructions shall be included within the matters released and indemnified by this Agreement.

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D. Knowledge of Nature of Activities and Attendant Risk of Injury: I understand that the Series may involve strenuous physical activity including, without limitation, hiking, wading, swimming, diving, para-sailing, water skiing, other water sports or activities, skydiving, snow skiing, ice skating, rollerblading, and other

physical activities yet to be determined. I also understand that the Series may involve me being a passenger in watercrafts, land vehicles and small planes. 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 acknowledge that my participation in the Series carries with it the potential for death, serious physical injury, mental or physical illness, and property loss. I acknowledge 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 Series and that any injuries allegedly caused thereby are hereby specifically included within the matters released under paragraph V below and indemnified against under paragraph V below. I further acknowledge Producer will not provide me with any medical or psychological treatment (unless otherwise noted herein) or pay for any medical or others treatment expenses should I become sick or injured and I must look to my own insurance to cover the cost of any medical or other treatment expenses I incur. I represent I know of no reason why I should not participate in the Series.

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**E. Knowledge of Potential Embarrassment and Surprises:** I acknowledge that interviews on or in connection with the Series may consist of another Participant and/or my statements about other Participants, personal relationships and, perhaps, the opinions and statements of my family and/or friends and other people connected with the Series, and that some of these statements and/or statements by the host of the Series, Producer or Producer's employees or agents or others may be considered surprising, humiliating, embarrassing, derogatory, defamatory, or otherwise offensive or injurious to me, the viewing audience, Producer or Producer's employees or agents and/or other third parties. Any such statement or statements by me and any injuries allegedly caused thereby are hereby specifically included within the matters released under paragraph V below and indemnified against under paragraph V below. Further, any such statement or statements by another Participant (if any), the viewing audience, the Series host, Producer or Producer's employees or agents and/or other third party are hereby specifically included within the matters released under paragraph V below. I also have been informed and I fully understand that any "dating" advice from "dating experts" or advice from stylists as to make-up techniques, hairstyles, dress or the like is given to me on or in connection with the Series is for entertainment only. I am free to reject any such advice in whole or in part, and should I follow all or any part of such advice, I shall do so entirely at my own risk. Any actual or alleged consequences of my following such advice shall be included within the matters released under paragraph V and indemnified under paragraph V below. I further understand and acknowledge that I may experience one or more surprises (e.g., a secret or other unknown fact may be revealed to me) in connection with my appearance on the Series, and such surprise shall be included within the matters released under paragraph V below.

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**F. Isolation of Participants from Family and Friends:** I understand that as a Participant in the Series I will be separated from my family, friends and my regular environment for several consecutive weeks. These conditions may expose me to severe mental stress. I voluntarily and fully accept and assume these risks and understand and acknowledge that the waivers, releases and indemnities in this Agreement expressly apply to these risks.

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**G. Supplies, Services and Travel Furnished by Producer to Participants:** I understand that Producer, directly and/or through independent contractors, will provide various services and equipment in connection with the Series and its Participants. These services and equipment may include, but are not limited to: accommodations,

transportation to, from and around the location(s) of the Series, meals, equipment and outfitting for Series events (including diving gear and related equipment). I acknowledge that neither Producer nor any contractor or employee providing equipment or services in connection with the Series has made any warranties whatsoever with respect to equipment or services which they furnish in connection with the Series or which the Participants may otherwise use, and that there are no warranties of any kind from anyone regarding the fitness or suitability of any equipment or services for use for any purpose in connection with the Series. I hereby waive any right I might otherwise have to warnings or instructions regarding any aspect of the Series or the equipment or services utilized in connection therewith. I further understand and agree that I am solely responsible for obtaining and paying for any life, travel, accident, property or other insurance I may desire in connection with any travel and/or any other activities I undertake on or in connection with the Program, and Producer is not responsible for providing such insurance. In the event I am not transported back to my origination point immediately after taping of the Series, I understand and agree that all activities which I undertake after such taping are at my sole discretion, expense (except to the extent Producer has arranged and paid for my return travel or extended hotel lodging) risk and responsibility.

**II. Grant of Rights; Ownership of Materials and Series:** 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 by any means, whether now known or unknown, 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 rights (i.e. The Granted Rights):

Initial Here _____	<p><b>A. <u>Name, Likeness, Etc.; Promotional Activities:</u></b> The unconditional right throughout the world in perpetuity to use, simulate or portray (and to authorize others to do so) or to refrain from using, simulating or portraying, my name, likeness (whether photographic or otherwise), voice, personality, personal identification or personal experiences (including, without limitation, whether I am clothed, partially clothed or naked, whether I am aware or unaware of such photographing, videotaping, filming or recording, and by requiring me to wear a microphone at all times), 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 connection with the Series (or any episode or portion thereof) and the distribution, exhibition, advertising, promoting or publicizing of the Series or any Series episode by Producer, the Network, its operations, activities or programming services and with any merchandise, tie-in, product, or service of any kind where such use is made in conjunction with a reference to the Series by Producer, the Network, or any of its programming services, but not so as to constitute a direct endorsement of any other product or service. I understand that, in and in connection with the Series, I may reveal and/or relate, and other parties (including, without limitation, other Participants, Producer and the host of the Series), may reveal and/or relate information about me of a personal, private, intimate, surprising, defamatory, disparaging, embarrassing or unfavorable nature, that may be factual and/or fictional. I further understand that my appearance, depiction</p>
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and/or portrayal in the Series and my actions and the actions of others displayed in the Series, may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature and may expose me to public ridicule, humiliation or condemnation. 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 Series as edited by Producer in its sole discretion, and (b) to broadcast and otherwise exploit the Series containing any such information and any such appearance, depiction, portrayal or actions. The waivers, release and indemnities in this Agreement expressly apply to any such inclusion and exploitation. I hereby consent to Producer's filming, taping and/or recording of me for use in and in connection with the Series and agree to cooperate fully with Producer in such activities. 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.

Notwithstanding anything to the contrary contained herein, it is specifically agreed that Producer will obtain your consent prior to distributing or otherwise using any images (whether photographic or otherwise) depicting you naked.

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B. Participant Personal Photographs, Film and Video: I understand and agree that during Series 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 Series as a Granted Right, the advertising and promotion of the Series and any and all ancillary uses of the Series (e.g., books, calendars, videos, CD-ROM). Producer and the Network shall be entitled to retain possession of the film or video. I understand and agree that no additional compensation, payments, residuals, reuse 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 or film.

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C. Ownership of Rights: Without limiting I any of the rights I have granted herein, I acknowledge and agree that all of the results and proceeds of my granting of rights hereunder (collectively, the "Materials") including, without limitation, all artistic, literary, dramatic, musical, photographic (still or moving, taken during the Series preparation, pre-production or production period) and other materials which I may create or furnish hereunder, 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 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, 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 non-commercial 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 Series and my performance in the Series or the Materials), without the payment of any compensation, except as otherwise stated herein. All materials which I use in connection with the Series shall be subject to Producer's prior approval. 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 Series or otherwise, will not entitle me to receive any compensation.

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D. 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.

### III. CONSIDERATION/PUBLICITY/EXCLUSIVITY:

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A. Consideration: As a Participant on the Series and provided that I am not in breach of this Agreement and that Producer has not discontinued or suspended my participation in the Series, Producer shall, as consideration for my participation and all rights I have granted hereunder to Producer in connection herewith, furnish me throughout the Series production period with joint living quarters with other Participants at a location(s) selected by Producer, meals, transportation and other good and valuable consideration, the receipt of which I hereby acknowledge. In addition, in consideration of the final four Bachelors and the Bachelorette's continued compliance with the rules and regulations of the Series and for any lost wages as a result of their continuing participation, the Producer shall pay an honorarium in an amount to be determined by Producer in its sole discretion to the final four (4) Bachelors and the Bachelorette. No other Participant (i.e. Bachelors who are not the final four (4) Bachelors) shall be entitled to an honorarium or other monetary compensation of any kind. The honorariums shall be payable upon completion of production of the final Series episode. I acknowledge and agree that the applicable consideration expressly set forth in this paragraph A shall be in full consideration of my grant of rights and participation in the filming of the Series. Producer shall have no obligation to utilize my participation in the Series. Further, Producer shall have no obligation to produce or exhibit the Series or to use or otherwise exploit the results and proceeds of my participation in the Series. I agree that my appearance as a Participant in the Series 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 Series or the results and proceeds of my services hereunder.

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B. Publicity and Promotion: From the date of this Agreement and continuing for twelve (12) months following the date on which the Series episode in which the Bachelorette selects the final Bachelor is first broadcast, if and when requested by Producer, I agree to be available, subject to existing professional commitments, for publicity interviews, publicity photograph sittings, still photographs, on-the-air and other publicity activities.

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C. Reunion: Producer and/or the Network shall have an exclusive and irrevocable right to film and/or videotape a reunion episode (the "Reunion") in which I agree to participate for no additional compensation. Any such Reunion will be produced within three (3) years from the premiere of the first episode of the Series. If Producer and/or the Network elect(s) to film/tape the Reunion, then Producer and/or the Network shall notify me of such decision at least thirty (30) days prior to the commencement date of principal photography or taping of the Reunion. I agree to participate in the production of the Reunion for a period of approximately three (3) days (such time will be subject to my then existing professional commitments) (the "Reunion Production Period") at a location which Producer and/or the Network will designate at a later date. I hereby grant to Producer and/or the Network all rights in the Reunion episode(s) as if the same had been included as a regular Series episode and all other applicable paragraphs of this Agreement shall apply thereto. Producer and/or the Network agree(s) that if Producer elects to require my participation in the Reunion (though it is not obligated to do so), it shall provide transportation for me to and from the location of any Reunion, as well as meals and lodging at the location.

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D. Cooperation and Access: I hereby agree to grant Producer access to any place, to the extent within my control, and to cooperate fully with Producer in obtaining access to other places involved with me or my services in the Series. I further agree to refrain from seeking refuge in places where the Series cameras are not allowed access. If required, I further agree to cooperate fully with Producer in obtaining access to, and executed releases from, other persons, including my parents, siblings and friends. I shall provide such executed releases to Producer within three (3) days after Producer tapes, shoots or records any such material that may require such a release.

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E. Exclusivity: I agree that for a period commencing on the date of this Agreement and concluding one (1) year after the date of the initial broadcast of the Series episode in which the Bachelorette selects her final Bachelor, I shall not appear on or authorize production of or participate in any way with any other television programming, radio programming, print media, on-line services, or any other media outlet now known or hereafter devised (including, but not limited to the internet [including chat rooms, message boards, etc.]), or in any commercials or advertisements without Producer's and the Network's prior written consent. I understand and agree that my exclusivity obligations hereunder apply whether or not I am selected to participate in the next series arc of the Series (as I understand, Producer may continue to consider me for other Series' arcs during the above-referenced one (1) year period).

IV. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

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A. Knowledge, Awareness, and Assumption of Risks of Personal Injury and Property Loss: I am aware that the Series, Dates and/or other activities may include, but not be limited to, hiking, camping, wading, diving, swimming, climbing, skydiving, snow skiing, ice skating, para-sailing, water skiing, rollerblading, riding in water crafts, land vehicles and small planes, all of which are hazardous activities. I am voluntarily participating in the Series, Dates and related activities with full knowledge, appreciation and understanding of the dangers and personal risks involved. I hereby agree to accept any and all risks attributable to my participation in the Series, including but not limited to, illness, serious personal injury, death and/or property loss.

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B. Right to Withdraw: I acknowledge that I always have the option to discontinue my participation in the Series and to withdraw as a Participant from the Series 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 Series 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 Series, then I can no longer participate in the Series and I forfeit any honorarium, if any, 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.

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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, education, or medical/emotional or personal history. I understand and acknowledge that Producer may or may not screen or conduct background checks or investigations of the Participant who selected me (or, alternatively, of the Participant I select) to go on the Dates or of any other person who appears, or may appear, on the Series (including an investigation of any person's medical, professional or criminal history) and has no duty to conduct such investigation. In the event Producer chooses, in its sole discretion, to conduct background checks on other Participants, Producer has no obligation to share the results of such background checks with me. I further understand and acknowledge that Producer cannot control, and is not responsible for, the events, which transpire, or allegedly transpire, on any Dates or during any other interaction between myself and other Participants or any other person on the Series. I agree to maintain my behavior on the Date(s) and any other interactions with any person on the Series in accordance with all applicable laws and generally accepted social practices. I understand there are risks in any such interaction, including but not limited to, the possibility of non-consensual physical contact: AIDS, HIV and other communicable and sexually transmitted diseases; or Pregnancy. 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. In addition, 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, damage or harm allegedly suffered by me in connection with any Date(s); any other interaction between myself and other Participants or any other person on or connected with the Series, or any other activity in connection with the Series, are hereby specifically included within the matters released under paragraph 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 paragraph V below.

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D. Knowledge of and 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 Series 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 indemnities in this Agreement expressly apply to these risks, hazards and dangers.

V. RELEASES, WAIVERS AND INDEMNIFICATIONS

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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.

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B. Definition of "Released Parties": As used in this Agreement, the term "released parties" means and refers to each of Producer, the Network and their respective parents, subsidiary entities, affiliates, successors, licensees and assigns, and their respective directors, officers, employees, agents, contractors, partners, shareholders, attorneys, representatives and members.

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C. Waiver of All Claims and Suits; Released Claims: I and the other releasing parties hereby irrevocably agree that I and the other releasing parties will not sue or claim against any of the other Participants in the Series or the released parties for any injury, illness, damage, loss or harm to me or my property, or my death, howsoever caused, resulting or arising out of or in connection with any defect in and/or failure of equipment, warnings or instructions, or my preparation for, participation and appearance in or elimination from the Series or activities associated with the Series. In addition, I and the other releasing parties hereby unconditionally and irrevocably release and forever discharge each of the other Participants in the Series and the released parties from and against any and all claims, liens, agreements, contracts, actions, suits, costs, attorney's 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 arising out of or in connection with my preparation for, participation and appearance in, withdrawal from, or elimination from the Series, the Dates or other activities associated with the Series or the production and exploitation of the Series, including, without limitation, claims for any injury, illness, damage, loss or harm to me or my property, or my death (collectively, the "released claims"). The released claims shall include, but not be limited to, those based on

negligence or gross negligence of any of the released parties, the Series production staff, or any of the other Participants in the Series, products liability, breach of contract, breach of any statutory or other duty of care owed under applicable laws, libel, slander, defamation, invasion of privacy, publicity or personality, negligent or intentional infliction of emotional distress and infringement of copyright.

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D. Indemnification: I and the other releasing parties irrevocably agree to defend, indemnify and hold Producer, the Network, their parent, subsidiary and related companies, and their officers, directors, employees, agents, attorneys, licensees, successors, and assigns (each, the "Indemnitee") from and against any claim, loss, penalty, liability, cost and expense, including without limitation reasonable legal fees, arising out of (1) any actual or threatened breach of any agreement, warranty, representation or undertaking made by me in this Agreement and (2) my preparation for, participation and appearance in the Series or the activities associated with the Series.

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E. Assumption of Risk of Unknown or Undiscovered Facts, Claims or Defects, and Release of Released Parties: I and the other Releasing Parties acknowledge that there is a possibility that after my 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 or them at that time, may have materially affected my or their decision to execute this Agreement. I and the other Releasing Parties acknowledge and agree that by reason of this Agreement, and the release contained in the preceding paragraphs, I and the other Releasing Parties are 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 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.

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 this Agreement, and without such waiver Producer would not have accepted this Agreement or my participation in the Series. I and the other Releasing Parties hereby represent that I and they have been advised by our legal counsel, understand and acknowledge the significance and consequence of this release and of this specific waiver of Section 1542 and other such laws.

## VI. MISCELLANEOUS

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A. Producer's Right to Suspend or Terminate this Agreement: Producer shall have the unconditional right to terminate this Agreement, in Producer's sole and absolute discretion, with or without cause. Without in any way limiting the foregoing, Producer may elect to terminate my participation in or in connection with the Series if any of the following occur: (i) if the Series is canceled or the

Series format is materially altered; (ii) in the event of an occurrence of an event of force majeure (as defined below) which lasts for more than fourteen (14) days; (iii) in the event of my incapacity (including physical or mental disability, default; (iv) in the event of my or conviction of a misdemeanor or felony; or (v) any other conduct of mine which, in Producer's reasonable judgment, would adversely affect my ability to represent Producer and the Network properly or to participate hereunder. Producer shall have the right, in its sole discretion and for any reason, upon notice to me, immediately to suspend and/or discontinue my participation hereunder and shall, during such period of suspension or, upon termination, be released from any further obligations to me whatsoever. Producer may terminate any period of suspension at any time in Producer's sole discretion and I shall thereupon resume my participation hereunder. As used herein, an "event of force majeure" shall mean any act of God, inevitable accident, terrorism, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, law, enactment, regulation, rule, order or act of government or governmental instrumentality (either Federal, State or local, foreign or other), failure of technical facilities; or other cause of similar or different nature beyond Producer's control which materially interferes with, prevents, or impedes production of the Series or Producer's or the Network's operations. Any potentially illegal behavior or activity including, but not limited to, drug use, violence, threats, harassment, intimidation or assault, during and after the period that this Agreement is in effect will result in immediate termination of my participation. I agree that I shall immediately leave the premises where the Series is being filmed after receiving said verbal notice of termination, or as otherwise instructed by Producer's personnel and Producer shall have no further obligation to me.

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B. Restrictions on Use of Trademark: I shall not at any time use any of Producer's, names, logo, trade names or trademarks (including, but not limited to, the title of the Series and/or the trademarks of Warner Bros., Telepictures Productions any broadcaster, or of any of Producer's related companies) in connection with any kind of advertising, promotion, publicity, merchandise, tie-in, product or service, other than as provided in this Agreement.

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C. Representations, Warranties and Indemnities:

(1) Representations and Warranties: I hereby represent and warrant as follows:

Eligibility

(a) I am over 21 years old.

(b) I am a US citizen residing in the United States and have a valid US passport through the end of year 2002.

(c) I am currently single; specifically meaning I am not currently in a marital relationship (of any nature), nor a cohabitation relationship involving physical intimacy or a monogamous dating relationship or more than two (2) months in duration.

(d) I do not have children.

(e) I have never have been convicted of a felony or misdemeanor, other than a minor traffic violation and I have never had a restraining order or other injunctive relief entered against me.

(f) I am not, nor is any member of my immediate family (parents, siblings, children) employed by the following groups: Time

Warner Entertainment Co., L.P., Telepictures Productions, AND Syndicated Productions, Inc., Next Entertainment, American Broadcasting Companies, Inc. The Walt Disney Company, the Producer(s) of the Series, known sponsors of the Series or their advertising agencies, any station initially airing the Series, and/or their respective parents, affiliated companies, officers, directors, agents, representatives, licensees, partners, employees and assigns.

[g] Except for my participation in "The Bachelor" I have not appeared in a prime-time television reality/game show series, including but not limited to Survivor," "Big Brother," "Who Wants To Be A Millionaire," "Weakest Link," "Greed," "Amazing Race," "Fear Factor," "21," "The Mole," "Winning Lines," "Temptation Island," "The Runner," etc. or am not involved in the current production of any such television show.

[h] I have not entered into any other agreement, and I have not done and will not do any act or thing which in any way prevents, hampers, conflicts or interferes with the full and complete performance of my obligations to Producer or any rights which I have granted hereunder.

[i] No other party, or any agent or attorney of any other party, has made any promise, representation or warranty whatever, express or implied, not contained herein concerning the subject matter hereof, to induce me to execute this document, and I acknowledge that I have not executed this instrument in reliance on any such promise, representation, or warranty not contained herein.

[j] I have not accepted or given, and will not accept or give, directly or indirectly, any money, service or other valuable consideration from or to anyone for the inclusion of any matter in the Series, any Series episode or any Reunion, except to the extent that I have advised the Network and Producer of the same in writing and the Network and Producer have expressly approved same in their sole discretion, and then only provided that the same shall be disclosed, credited and/or identified in accordance with the requirements of Sections 317 and 508 of the U.S. Federal Communications Acts.

[k] Except with respect to materials which Producer furnished to me, no statements by me and no Materials or any use thereof by Producer, the Network, or their licensees, successors or assigns, will violate or infringe upon the trademark, trade name, copyright, right of privacy or publicity, property rights of any other right of any party (including without limitation any other Participant) nor constitute unfair competition, defamation, libel or breach of contract.

[l] I will cooperate with Producer and will take steps which Producer reasonably requests to evidence or protect Producer's rights hereunder. I agree to execute such further documents and instruments, releases and authorizations and do any acts or deeds as Producer and/or the Network may reasonably request in order to effectuate this Agreement or otherwise required to evidence or protect Producer's or the Network's rights hereunder. If I fail or am unable promptly to execute any such documents or instruments, I hereby irrevocably appoint each of Producer and the Network as my attorney-in-fact to execute and file any such documents or instruments or do any such acts or deeds, provided that said documents, instruments, acts, and deeds shall not be inconsistent with the terms and conditions of this Agreement. I agree that Producer's and the Network's rights under this Paragraph constitute a power coupled with an interest and are irrevocable.

[m] If I display in the Series any photographs, published works, and/or other artistic materials, then I will have obtained



all of the rights, clearances and releases necessary for Producer and the Network to exploit said materials in the Series.

[n] I will not bring any illegal drugs, weapons or other illicit items to the Series premises. I understand and agree that Producer may search any personal belongings I bring with me to the taping of the Series or my lodgings during taping to search for said items. In the event any of said items are found, I understand and agree Producer may immediately terminate my participation in the Series, deny me entry to the Series premises, and/or confiscate said item until Series taping is concluded. I will not engage in any illegal activities on the Series premises. I will not use, consume or partake in any illegal drug usage or activity during the Series production period whether on the Series premises or elsewhere.

[o] I agree that at no time will I threaten, encourage or engage in any type of physical confrontation or assault with any person or persons connected with the Series. I further understand and agree that I am responsible for my own actions before, during, and after my participation in the Series.

[p] I understand and agree that I am prohibited from wearing any apparel, including, but not limited to shirts, pants, shorts, and hats, that contain any nationally recognizable logos unless Producer has specifically provided such apparel to me.

[q] I represent and warrant that I am in good physical and mental health and I have disclosed to Producer any and all of my known medical or psychological conditions which might impact upon my health and well-being, or the health and well-being of any of the Participants, Series production staff and other persons residing at the Series premises, and employees and executives of Producer and the Network.

[r] I represent and warranty I have health insurance.

[s] I have full right, power and authority to enter into and fully perform this Agreement.

[t] I will abide by all Participant rules of conduct, all U.S. laws and all applicable local laws.

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D. Confidentiality/Disclosure: Any and all information disclosed to or obtained by me concerning or relating to the Series, the Participants, the events contained in the Series, the outcome of the Series (including but not limited to the Bachelorette the Bachelor ultimately selects), Producer, the Network and the terms and conditions of this Agreement shall be strictly confidential. I agree that I shall NOT disclose or cause to be disclosed to any third party any information to which I have had or will have access or learn concerning the Series, the other Participants, their friends or families, Producer, the Network, or the Network's programming or other services, or the terms and conditions of this Agreement except as required to fulfill my obligations hereunder; as expressly authorized by Producer in writing; or as required by law. I also agree that I shall not disclose or cause to be disclosed any such information to any Participant, individual or entity including, without limitation, any members of the press. I acknowledge that any direct or indirect disclosure of such information will constitute a material breach of this Agreement and will cause Producer and the Network substantial and irreparable injury and will cause substantial damages in excess of Five Million Dollars (\$5,000,000), entitling Producer (and/or the Network, as a third party beneficiary of this provision)



necessary for identity and eligibility under the 1986 Immigration Reform and Control Act. I warrant and represent that I will make all necessary payments due governmental agencies to comply with the foregoing.

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**J. Complete Agreement; Applicable Law:** This Agreement, and any exhibits and attachments hereto, together with the Participant Personal Release, Participant Medical and Psychological Examination Release, the Participant Confidentiality Agreement, the Videotape Release, and the long form Participant Questionnaire contain the entire understanding between the parties, and supersedes all prior negotiations, understandings and agreements (whether written or oral) of the parties hereto relating to the subject matter herein. This Agreement cannot be changed or terminated except by a written instrument signed by the parties hereto. This Agreement and all matters or issues collateral thereto shall be governed by the laws of the State of California applicable to contracts executed and performed entirely therein (regardless of the actual place(s) of performance). Any and all controversies, claims or disputes arising out of or related to this Agreement or the interpretation, performance or breach thereof, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this Agreement to arbitrate ("Dispute"), except as set forth in subparagraphs B and C, below, shall be resolved according to the procedures set forth in subparagraph A, below, which shall constitute the sole dispute resolution mechanism hereunder:

**A. Arbitration:** In the event that the Parties are unable to resolve any Dispute informally, then such Dispute shall be submitted to final and binding arbitration. The arbitration shall be initiated and conducted according to either the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the Los Angeles office of JAMS, or its successor ("JAMS") in effect at the time the request for arbitration is made (the "Arbitration Rules"). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator shall follow California law and the Federal Rules of Evidence in adjudicating the Dispute. The parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the Parties agree otherwise, the neutral arbitrator and the members of any appeal panel shall be former or retired judges or justices of any California state or federal court with experience in matters involving the entertainment industry. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Los Angeles County. The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered.

**B. Injunctive Relief:** Notwithstanding the foregoing, either party shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of this Agreement) in the state and federal courts of Los Angeles County.

**C. 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 Los Angeles County.

No waiver of any breach of or default under any provision hereof shall be deemed a waiver of such provision, or of any subsequent breach or default. If any provision hereof shall be invalid or unenforceable due to any law, said provision shall be modified to the minimum extent necessary to effect compliance with such law, and in any event such invalidity or unenforceability shall have no effect upon the remaining terms and conditions hereof. The grant of rights, representations, warranties, indemnities, restrictions on use of trademarks, and confidentiality obligations contained herein shall survive the expiration or earlier termination of this Agreement. The paragraph headings have been inserted herein for the purpose of convenience only and shall not be used in interpreting this Agreement. The provisions hereof shall be binding upon me and my heirs, executors, administrators and successors. I acknowledge that Producer has explained to me that an attorney prepared this Agreement and that Producer has recommended to me that I consult with my attorney in connection with this Agreement.

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K. Knowledge and Understanding of the Agreement: I HAVE BEEN GIVEN AMPLE OPPORTUNITY TO READ, AND I HAVE CAREFULLY READ, THIS ENTIRE AGREEMENT. I CERTIFY THAT I HAVE MADE AN INVESTIGATION OF THE FACTS PERTINENT TO THIS AGREEMENT AND OF ALL THE MATTERS PERTAINING THERETO AS I HAVE DEEMED NECESSARY, THAT I FULLY UNDERSTAND THE CONTENTS OF THIS AGREEMENT, THAT I AM OF SOUND MIND, AND THAT I INTEND TO BE LEGALLY BOUND BY THIS AGREEMENT. I AM AWARE THAT THIS AGREEMENT IS, AMONG OTHER THINGS, A RELEASE OF LIABILITY FOR FUTURE INJURIES AND A CONTRACT BETWEEN MYSELF AND PRODUCER AND/OR ITS AFFILIATED ORGANIZATIONS, AND THAT I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL. EACH STATEMENT WHICH I HAVE MADE IN THIS AGREEMENT IS TRUE. THE NAME GIVEN BELOW IS MY LEGAL NAME. ANY OTHER NAME(S) OR ALIAS(ES) USED BY ME WITHIN THE PAST FIVE YEARS ARE ALSO NOTED BELOW. THE SOCIAL SECURITY NUMBER FURNISHED IS MY TRUE SOCIAL SECURITY NUMBER.

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L. Additional Agreed Terms:

(1) Except as otherwise contemplated herein, I agree not to "date" (as that term is commonly understood), enter into a dating relationship of any kind, enter into a marital relationship of any nature, nor enter into a cohabitation relationship involving physical intimacy, commencing from the date of this Agreement and continuing until two (2) weeks following the initial North American broadcast of the Series final episode.

(2) I agree not to knowingly engage in any behavior or activity which may or will tarnish, taint, degrade, diminish or otherwise damage my image and/or reputation in any way (by way of example: I will refrain from appearing in public while under the influence of alcohol), commencing from the date of this Agreement and continuing until two (2) weeks following the initial North American broadcast of the Series final episode.

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(3) in consideration of my continued compliance with the rules and regulations of the Series, Producer agrees to pay an honorarium for the cost of my living expenses and personal trainer fees incurred during my Series participation, in the amount of fifteen thousand dollars (\$15,000).

After Producer and I have signed this Agreement where indicated below, the foregoing shall constitute a binding and enforceable Agreement between us.

DATED: 2/02

Trista Rehn:

Signature Trista Rehn

Print: Trista Rehn

Address: Los Angeles CA 90049

Telephone: (310) 709

Social Security Number:

Other Names and Aliases (if applicable):

DATED: 7/12/02

AND SYNDICATED PRODUCTIONS, INC.

By: [Signature]

Its: Attorney

3500 W. Olive Avenue  
Suite 1000  
Burbank, California 91505

Telephone: (818) 972-0777  
Fax Number: (818) 972-0798