

Kid Nation Participant Agreement

c. 2006–2007

This agreement, leaked to the public, was used for a reality television show called *Kid Nation*, produced by Tom Forman Productions and Endemol USA. Production commenced April 1, 2007 near Santa Fe, New Mexico at a privately owned filming location called the Bonanza Creek Movie Ranch. The television series was broadcast on the CBS network from September 19, 2007 through December 12, 2007 for a full 13 episode season. The series was not renewed for a subsequent season.

In the show, 40 children, ranging in age from 8 to 15, were tasked with building a functioning government and society in the town. Each child received \$5,000 for participating. Additionally “gold star” prizes were given out to 15 participants according to votes of the “town council.” Twelve children each received a \$20,000 gold-star prize, two children each received a \$50,000 gold-star prize, and one child received both a \$20,000 and a \$50,000 gold-star prize.

The agreement below is reprinted in its entirety. The text has been reproduced from somewhat degraded images of the original, so spelling and punctuation may be subject to inaccuracies. Images of the original may be found as a series gif image files at <http://www.thesmokinggun.com/file/no-human-rights-kid-nation> and as a pdf at http://www.eejlaw.com/materials/Kid_Nation_Contract.pdf. The formatting here has been done so as to resemble the original. Pagination differs, but bracketed inline page numbers have been added to indicate pagination in the original.

Note that on the bottom of each page of the original is a footer which contains a document control legend of “50666 12/04/06 Manhattan Project Interview Agreement”, the page number, and a place for initialing, “Initial: _____”.

NOTE: DO NOT SIGN THIS UNLESS YOU HAVE READ, UNDERSTOOD, AND
AGREED TO IT IN ITS ENTIRETY

THE MANHATTAN PROJECT PARTICIPANT AGREEMENT

I understand that my child or the minor for whom I act as a lawful court-appointed legal guardian whose name is _____ (the “Minor”) is being considered to be selected as a participant or an alternate for the television series presently entitled “The Manhattan Project” (the “Program”) to be produced by Good TV, Inc. (“Producers”) for Magic Molehill Productions, INC. (“MMP”) for possible broadcast on the CBS Television Network (“CBS”). By signing this Participant Agreement, I represent that I have read, understood and voluntarily agreed to abide by its terms and conditions and have explained to the Minor the contents and the meanings of this Participant Agreement to the Minor. I acknowledge that by signing this Participant Agreement, I will be giving up certain legal rights on behalf of myself and the Minor. Hereinafter, “I” and “my” when used in this Participant Agreement, are meant to refer to

me as the parent and/or legal guardian on behalf of my self and the Minor. I hereby acknowledge and agree that I am entering into and executing this Participant Agreement on both my own behalf as well as the Minor's behalf and that all of the covenants, agreements, representations, releases and waivers herein are being made both in my name as well as the Minor's.

I understand that if the Minor is ultimately selected as a participant by the Producers, the Minor's participation (or the Minor's possible participation, if the Minor is an alternate) in the Program will require the Minor to travel to a remote location or locations as solely determined by Producers. I understand that it is currently contemplated that: (a) the Program will consist of approximately forty individuals, who are all minors, living in a remote location for approximately forty days where they will form a community and live amongst themselves. A grand prize of substantial value will be awarded to one or more recipients as the Producers in their sole discretion shall determine. There may be other prizes awarded to participants at Producer's discretion. The Producer's decisions with respect to the award of all prizes shall be final and shall not be subject to any form of appeal. I understand that all prizes will only be awarded following the initial broadcast of the final episode of the cycle of the Program in which the Minor may participate. However, producer my award stipends to participants who have been selected to participate, and who do participate, in the Program. I acknowledge and agree that such stipend is being provided, if at all, solely for the purpose of covering the Minor's incidental expenses and is not, in any way whatsoever, a wage, salary or other indicia of employment. Any prize or stipend will only be awarded to the Minor if the Minor and I comply with all of the terms and conditions of the Official Rules and this Participant Agreement and any other agreements that the Minor or I may be required to sign, including not by means of limitation, my and the Minor's obligations regarding confidentiality and truthfulness in the application process. I further understand and agree that any prizes won by the Minor or stipends awarded tot the Minor cannot be assigned, transferred, exchanged, or sold, and the Minor may not agree to share, assign, transfer, exchange or sell the Minor's prize or stipend before it has been awarded to the Minor. I understand agree that the Minor and/or I will be solely responsible for any federal, state, local tax liabilities resulting from the minor's receipt of any prize or stipend. Producers may, but are not obligated to, withhold taxes on any prizes or stipends awarded to the Minor. I understand and agree that in the event the minor is entitled to receive any prizes or stipend in connection with their participation in the Program, Producers shall have the right, but not the obligation, to direct or place any [^{PAGE} 2] or all portions of such prizes or stipend for the Minor in a trust account or other similar account in accordance with applicable laws and regulations and by doing so, Producers shall be deemed to have fully performed any and all obligations in connection with the awarding of any such prizes or stipend to the Minor.

I acknowledge and agree and accept that, while the Producers will take certain precautions in the interest of the safety of the Minor, should the Minor participate in the Program, the Producers cannot and do guarantee the Minor's safety during the production of the Program or while the Minor participates in one or more challenges or tasks, that

may require physical and mental dexterity, as part of the Program. In addition, if the Minor is selected as a participant or an alternate, and in consideration of being considered for and possibly permitted to participate in the Program, and for other good and valuable consideration which the Minor and I have received, I hereby acknowledge and irrevocably agree to the following terms and conditions which shall govern the Minor's participation, if any, in the Program:

1. I represent that the Minor and I are familiar with the varied health risks attendant to travel to a remote location. I acknowledge that the Producers have advised me to consult, and that I have consulted or will consult (or have independently chosen not to consult), with my own and/or the Minor's physician regarding the advisability of the Minor's potential participation in the Program.
2. I understand that the program will take place in a less developed and wilderness area over an extensive period of time. Accidents or illness may occur in remote places lacking access to immediate medical or emergency help and may be aggravated by exposure to temperature extremes or inclement weather. I understand that such conditions may impair or prevent the timely rescue of participants and may aggravate any injuries or illnesses that may occur in such regions. I understand and acknowledge that I ultimately have control over and am responsible for determining whether the Minor is equipped or otherwise capable of participating in the Program or any challenges or other tasks in the Program. I understand that: (a) I will not be present with the Minor; (b) I will not have any means of direct or indirect communication with the Minor at all times during the Minor's participation in the Program which would prevent me from attending to the Minor's physical, emotional and mental needs; and (c) I acknowledge, understand and agree that the Producers will have my full permission and consent to oversee and supervise the physical, emotional and mental well-being of the Minor and to make all decisions during and in connection with the production of the Program on behalf of the Minor, including, without limitation, those decisions that may directly or indirectly affect the physical, emotional and mental well-being of the Minor. I voluntarily and fully accept and assume these risks on behalf of the Minor and myself and understand and acknowledge that the waivers, releases and indemnities in the Participant Agreement expressly apply to these risks.
3. I understand that if the Minor is selected as a participant or an alternate in the Program, the Minor will be separated from and unable to contact any family (except any who are also participating in the program), friends and the Minor's regular environment for an extensive period of time. These conditions may expose the Minor and/or me to severe mental stress. I voluntarily [PAGE 3] and fully accept and assume these risks on behalf of the Minor and myself and understand and acknowledge that the waivers,

releases and indemnities in the Participant Agreement expressly apply to these risks.

4. I understand that the Program may take place in inherently dangerous travel areas that may expose the Minor and other participants to a variety of unmarked and uncontrolled hazards and conditions that may cause the minor serious bodily injury, illness or death, including without limitation: general exposure to extremes of heat and cold; crime; water hazards; floods; drowning; treacherous terrain; collision with objects, including those submerged below water surfaces; injuries arising from equipment failure or defect; falls from heights, objects and equipment; falling rocks and object; crevasses, cliffs, and rock avalanches; encounters with wild or domesticated animals; acts of God (e.g., earthquakes); food poisoning, encounters with dangerous flora and fauna; collisions with other participants, spectators and others; loss of orientation (getting lost) in primitive areas; exhaustion, dehydration, fatigue, over-exertion and sun or heat stroke; hypothermia; and risks arising from evacuation and rescue activities in remote or less developed areas. I voluntarily and fully accept and assume these risks on behalf of the Minor and myself and understand and acknowledge that the waivers, releases and indemnities in the Participant Agreement expressly apply to these risks.
5. By participating in the Program the Minor will, over a period of time, be interacting with people who are likely to presently be strangers to the Minor, I acknowledge that I must assume the risk, on behalf of the Minor and myself, of any encounter or interaction by the Minor with such persons. Although the Producers will conduct certain checks into the character, background or mental or physical health of the other participants, I understand that this Participant Agreement that I have executed today includes, without limitation, a release of any claim that the Minor or I might assert based on the Producers' failure to conduct any particular level of background check or investigation, including any level of physical and mental examination, of any other participant or of the Minor. I have voluntarily and knowingly decided for the Minor to participate in the Program without having been coerced or convinced by the Producers or anyone else to do so, and I freely and willingly assume all risks associated with my decision to have the Minor participate.
6. I understand that during production of the Program, the Minor may travel to various locations to perform one or more tasks or duties. Producers will take certain precautions in the interest of the safety of the participants. Without in any way limiting the scope of this Participant Agreement, I acknowledge and agree that should the Minor be killed, injured or harmed during the Program, including during the transportation to or from any location in connection with the Program (including, without limitation, during the

application process, selection process, the production and/or the promotion of the Program or otherwise), this Participant Agreement shall release the Producers, MMP and CBS from any claim whatsoever in connection therewith, including, without limitation, any claim based upon the Producers' failure to supervise, inspect or investigate the means and methods of the Minor's transportation. [PAGE 4]

7. I also understand that during production of the Program the Minor may be housed in one or more accommodations of the Producers' choosing. Without in any way limiting the scope of this Participant Agreement, I acknowledge that while producers will take certain precautions in the interest of the Minor's safety, I agree that should the Minor be killed, injured or harmed while in or around any accommodation, this Participant Agreement shall release the Producers, MMP and CBS from any claim whatsoever in connection therewith, including without limitation, any claim based upon the Producers' failure to inspect or investigate such accommodations prior to the Minor's use of them.
8. I understand that the Producers, directly and/or through independent contractors, may provide various services and equipment in connection with the Program and its participants. These services and equipment may include, but are not limited to: transportation to, from, and about the sites of the Program: the provision of food and/or water; accommodations; equipment and outfitting for events; and the supervision of activities and challenges. While Producers will take certain precautions in the interest of the safety of the participants, I acknowledge that neither the Producers or any contract or employee providing equipment or services in connection with the Program has made any warranties whatsoever in respect to equipment or services furnished in connection with the Program or otherwise used by any participants, and that there are no warranties of any kind from anyone regarding the equipment's fitness or services or suitability for use for any purpose in connection with the Program.. I hereby waive any right that the Minor or I might otherwise have to warnings or instructions regarding any aspect of the Program or the equipment, goods, or services utilized in connection therewith.
9. In addition, I understand that the Producers, directly and/or through independent contractors, may provide, including, without limitation, emergency and rescue equipment and services and medical and first aid services. Without in any way limiting this Participant Agreement or any of the terms and conditions, rights and obligations contained in the Emergency Medical Release attached hereto as Exhibit "A," I acknowledge and agree that any medical procedures offered to the Minor in connection with the Minor's participation (if any)) in the Program may involve calculated risks of complications, infections, disfigurement, injury, or even death from both

known and unknown causes, and no warranty or guarantee has been made as to the result of such procedures, and I assume all risks on behalf of the Minor, with respect thereto and hereby release and waive any and all claims against the Producers, MMP and CBS in connection with such procedures. I also acknowledge and agree that no warranty, representation or guarantee has been made as to the qualifications or credentials of the medical professionals performing such procedures. I acknowledge and agree that, should the Minor undergo the medical treatment or procedures, neither the Producers, nor MMP or CBS are not responsible for any costs in connection with or arising from such treatment or procedures. I hereby waive any right I or the Minor might otherwise have to warnings or instructions regarding any aspect of the Program or the equipment, goods or services utilized in connection with such treatment procedures. [^{PAGE} 5]

10. Various advertisers and media crews may provide coverage of the Program, and some of the coverage may include aerial photography from helicopters, ground film crews and print reporting which may interfere with or cause risks to participants. Various governmental agencies may give permits to the Producers allowing the Program to be conducted on public lands managed by the agencies. The agencies may have observers stationed along the sites of the Program activities who may interfere with or pose risks to the participants. Third party users of public lands where the Program activities will be held may interfere with or pose risks to participants. I voluntarily and fully accept and assume these risks on behalf of the Minor and understand and acknowledge that the waivers, releases and indemnities in the Participant Agreement expressly apply to these risks.
11. I acknowledge that the Minor and I are personally responsible for, and that the Producers are not responsible for, maintaining accident and health insurance to cover any bodily injury to the Minor and/or personal property damage suffered by the Minor. Similarly, I acknowledge that the Minor and I are personally responsible for, and that the Producers are not responsible for, any insurance to cover any injury or death to the Minor.
12. I acknowledge that the foregoing is not an exhaustive list of the risks, hazards and dangers to which the Minor will be exposed as a result of the Program activities, and I voluntarily and freely accept and assume on behalf of the Minor and myself, these and all such other risks, hazards and dangers that the Minor may encounter or to which the Minor may be exposed; and I understand and acknowledge that the waivers, releases and indemnities in the Participant agreement expressly apply to these risks, hazards and dangers.
13. I ACKNOWLEDGE THAT THE MINOR SHALL, ALWAYS HAVE THE RIGHT AND OPTION, AND THAT I SHALL HAVE THE RIGHT AND

OPTION ON THE MINOR'S BEHALF, TO DISCONTINUE THE MINOR'S PARTICIPATION IN THE PROGRAM AND TO WITHDRAW FROM THE PROGRAM AT ANY TIME, SUBJECT TO THE TIME IT COULD TAKE TO ATTEMPT TO RESCUE OR ASSIST THE MINOR IF THE DISCONTINUATION OR WITHDRAWAL OCCURS WHILE IN A REMOTE OR TREACEROUS LOCATION; PROVIDED, HOWEVER, THAT NO SUCH DISCONTINUATION OR WITHDRAWAL WILL AFFECT ANY OF THE RIGHTS ASSIGNED BY THE MINOR OR ME OR ANY OF THE COVENANTS, AGREEMENTS, WAIVERS, RELEASES OR INDEMNITIES MADE BY THE MINOR AND ME IN THIS PARTICIPANT AGREEMENT, THE PROGRAM APPLICATION AND ANY OTHER DOCUMENT ENTERED INTO BY THE MINOR AND/OR ME IN CONNECTION WITH THE PROGRAM OR ANY THAT THE MINOR AND/OR I MAY HAVE MADE OR WILL MAKE, AND THAT IN SUCH EVENT, THE MINOR AND/OR I WILL FORFEIT ANY CHANGE TO RECEIVE ANY PRIZES STIPENDS OR AWARDS, NOTWITHSTANDING ANY WITHDRAWAL FROM, OR DISCONTINUATION IN, THE PROGRAM BY THE MINOR (OR BY ME OF THE MINOR ON THE MINOR'S BEHALF), I AND/OR THE MINOR MAY BE REQUIRED BY PRODUCERS TO PERFORM ANY OTHER OBLIGATIONS SET FORTH IN THIS [PAGE 6] PARTICIPANT AGREEMENT OR ANY OTHER DOCUMENT ENTERED INTO IN CONNECTION WITH THE MINOR'S PARTICIPATION IN THE PROGRAM, INCLUDING, WITHOUT LIMITATION PARTAKING IN ANY PRESS OBLIGATIONS AS REQUIRED OF THE MINOR AND/OR BE BY PRODUCERS OR CBS AND FULFILLING ALL CONFIDENTIALITY OBLIGATIONS.

INITIAL HERE: _____

14. I ACKNOWLEDGE THAT THE MINOR'S PARTICIPATION IN, AND ACTIONS AND UNDERTAKINGS IN CONNECTION WITH, THE PROGRAM MAY PRESENT CERTAIN RISKS TO THE MINOR, AND I HEREBY ASSUME ANY AND ALL RISKS, ON BEHALF OF THE MINOR AND MYSELF, ASSOCIATED WITH THE MINOR'S PARTICIPATION IN THE PROGRAM, INCLUDING, WITHOUT LIMITATION, THE RISK OF DEATH OR PHYSICAL OR EMOTIONAL INJURY, MINOR AND/OR SEVERE BODILY HARM, AND/OR ILLNESS, WHICH ARISE BY ANY MEANS, INCLUDING, WITHOUT LIMITATION, INSTRUCTION BY PRODUCERS OR OTHER PROGRAM PARTICIPANTS; ACTS, OMISSIONS, RECOMMENDATIONS OR ADVICE GIVEN BY PRODUCERS OR THE PRODUCER'S AGENTS, EMPLOYEES, OR OTHER PERSONS OR ENTITIES AFFILIATED WITH THE PROGRAM; ACTS OR OMISSIONS OF OTHERS, INCLUDING, WITHOUT LIMITATION,

OTHER PROGRAM PARTICIPANTS; COVERAGE (NEGATIVE OR POSITIVE) OF THE MINOR AND/OR ME BY THE PRESS AND MEDIA OR ANY 3RD PARTY; PARTICIPATION IN INHERENTLY DANGEROUS ACTIVITIES INCLUDING WITHOUT LIMITATION, ROCK CLIMBING, BIKING, KAYAKING, FLYING, BALLOONING, HUNTING, FISHING, RAFTING, WATER DIVING, HORSEBACK RIDING, CLIMBING, HIKING, REPELLING, SWIMMING (IN VARIOUS WATER CONDITIONS), AND/OR ANY LOCAL-SPECIFIC ACTIVITY WHICH MAY OR MAY NOT BE INHERENTLY DANGEROUS; LATENT OR APPARENT DEFECTS OR CONDITIONS IN ANY EQUIPMENT USED IN THE PROGRAM; THE USE OR OPERATION BY THE MINOR OR OTHERS OF SAID EQUIPMENT; ACTS OF OTHER PEOPLE; WEATHER OR OTHER NATURAL CONDITIONS; THE NATURE OF TRAVEL INCLUDING, WITHOUT LIMITATION, LATENT DEFECTS, WEATHER CONDITIONS, AND HUMAN ERROR; THE MINOR'S PHYSICAL CONDITION; THE MINOR'S ACTS OR OMISSIONS; FIRST-AID, EMERGENCY TREATMENT OR OTHER SERVICES RENDERED TO THE MINOR OR OTHERS; LIVING ACCOMMODATIONS; AND CONSUMPTION OF FOOD OR DRINK, INCLUDING, WITHOUT LIMITATION, EXOTIC FOODS. I FURTHER ACKNOWLEDGE THAT THE PRODUCERS CANNOT GUARANTEE THE MINOR'S SAFETY DURING THE PRODUCTION OF THE PROGRAM AND THAT THE PRODUCERS MAKE NO WARRANTIES, GUARANTEES OR REPRESENTATIONS ABOUT THE PRODUCTION OF THE PROGRAM OR THE SAFETY THEREOF. NOTWITHSTANDING THE FOREGOING, I HEREBY AGREE TO VOLUNTARILY ACCEPT AND ASSUME ANY AND ALL SUCH RISKS, ON [PAGE 7] BEHALF OF THE MINOR AND MYSELF, AS WELL AS ANY RISKS NOT MENTIONED HEREIN THAT ARE IN ANY WAY ASSOCIATED WITH THE MINOR'S PARTICIPATION IN THE PROGRAM AND THE SUBSEQUENT OR SIMULTANEOUS BROADCAST, WEBCAST OR OTHER DISSEMINATION OF THE PROGRAM. THE FOREGOING SHALL SPECIFICALLY INCLUDE ALL RISKS ASSOCIATED WITH ANY AND ALL DECISIONS PRODUCERS MAKE ON BEHALF OF THE MINOR THAT COULD IN ANY WAY DIRECTLY OR INDIRECTLY AFFECT THE MINOR.

INITIAL HERE: _____

15. I ON BEHALF OF MYSELF, AND I ON BEHALF OF THE MINOR, AS WELL AS THE MINOR'S HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS HEREBY VOLUNTARILY AND KNOWINGLY RELEASE, DISCHARGE AND RELINQUISH ANY AND ALL CLAIMS, ACTIONS AND LAWSUITS OF ANY KIND AGAINST THE OTHER PROGRAM PARTICIPANTS, INDEPENDENT CONTRACTORS

ENGAGED BY THE PRODUCERS, PRODUCERS, MAGIC MOLEHILL PRODUCTIONS, INC., CBS BROADCASTING INC., FORMAN PRODUCTIONS, INC., AND THEIR PARTENT, SUBSIDIARY AND AFFILIATED COMPANIES, AS WELL AS EACH OF THEIR RESPECTIVE EXISTING AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, RESPRESENTAVIE, LICENSEES AND ASSIGNS RELATED TO OR ARISING IN ANY WAY FROM THE MINOR'S PARTICIPATION IN THE PARTICIPANT SELECTION PROCESS AND/OR TE PROGRAM, INCLUDING WITHOUT LIMITATION THE TRAVEL TO AND FROM LOCATIONS, MAKING, TAPING PRODUCTION, USE, EDITING, DISTRIBUTION, EXHIBITION, LICENSING, PROMOTING, BROADCAST AND/OR WEBCAST OF THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS, ACTIONS OR LAWSUITS FOR WRONGFUL DEATH, NEGLIGENCE, AND/OR OTHER FAULT, EITHER ACTIVE OR PASSIVE, PERSONAL INJURY, DEFAMATION, FALSE LIGHT, RIGHT OF PUBLICITY, INVASION OF PRIVACY, DISCLOSURE OF EMBARRASSING PRIVATE FACTS, FRAUD, BREACH OF CONTRACT AND NEGLIGENCE OR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS AND/OR ANY OTHER CLAIMS ARISING OUT OF USE OF THE MINOR'S NAME, LIKENESS, PICTURE, VOICE AND BIOGRAPHICAL DATA AND ANY OF THE MINOR'S ACTS OR STATEMENTS DURING THE PARTICIPANT SELECTION PROCESS AND/OR THE PROGRAM.

INITIAL HERE: _____

16. I acknowledge that the Producers may require me and/or the Minor to sign additional releases and waivers relating to the various risks to which the Minor might be subjected in connection with [PAGE 8] the Minor's participation in the Program. I also understand that if I or the Minor refuse to sign any such release and waivers, then the Minor may no longer be permitted to participate in the Program and the Minor and I will forfeit any chance to win any prizes, stipends or awards.
17. I represent that the Minor has never been convicted of any misdemeanor or felony and I further represent that the Minor has never been arrested or charged with a felony or misdemeanor (other than a minor traffic or parking violation) and has never had a restraining order entered against the Minor and that the Minor has not been, and is not subject to, any past or outstanding arrest warrants, except as set forth below:

18. I authorize the Producers to investigate, access and collect information about any of the statements made by me or the Minor in this Participant Agreement or any supporting documents or other document that the Minor or I have signed or do sign in connection with the Minor's application to be elected as a participant in the Program. I authorize the Producers to secure information about the Minor's experiences from the Minor's current and former employers, associates, and educational institutions, as well as from any government agencies and any references the Minor has or I have provided, and I authorize such parties to provide information concerning the Minor. I hereby release, on behalf of the Minor and myself, all such parties and persons from any and all liabilities arising out of or in connection with any such investigation. I specifically authorize investigation of the Minor's employment record (if any), medical record, and government or public records of any kind, criminal records (if any), and credit report(s) (if any). In this regard, I agree to sign, and have the Minor sign, contemporaneously herewith and deliver to the Producers the three enclosed forms: (a) The Manhattan Project Release and Consent Form; (b) the Authorization for Release of Records and Information; and (c) the Background Investigation Questionnaire. I acknowledge and agree that any such information obtained by the Producers pursuant to this paragraph or otherwise may be used for purposes of selecting participants in the Program and in connection with the Program in general. I further agree that the Minor and I will truthfully and accurately complete all forms provided by the Producers in connection with such background reports and checks, and that I will timely deliver such forms to the Producers as requested. In the event that Producer determines that I and/or the Minor have been untruthful or less than fully candid in any manner with respect to any information provide to Producers in connection with the application process, the Minor shall forfeit any right to receive any prizes or stipends, and in the event such prizes or stipends have already been paid or delivered to me an/or the Minor, I an/or the Minor shall, immediately upon request from Producers, repay to Producers MMP and/or CBS in this Participant Agreement, Producers, MMP and CBS shall have all remedies available at law or equity to enforce its rights in the foregoing sentence.
19. I understand and agree that, if selected, the Minor's actions and conversations during the course of participating in the Program will be observable by and audible to others and that the Minor will have no privacy, and I hereby waive any privacy rights in the context of the Minor's [^{PAGE 9}] participation, and during the course of participating, in the Program, regardless of whether the Minor is aware that recording of the Minor's actions and conversations is taking place. Producers will not film the Minor while the Minor is in the bathroom, provided the Minor is in the process of showering, bathing, urinating or defecating. In addition, Producers will

provide “changing rooms” in which the Minor may change his or her clothes, and Producers will not film the Minor when the Minor is in the “changing room” while actually changing his or her clothes.

20. I represent that during the course of participating in the Program the Minor will not be permitted to have in his or her possession any of the following (other than as provided by or expressly permitted by the Producers) (a) credit or charge cards; (b) cameras; (c) knives, leathermans or other items that (in the Producers’ sole discretion) may be deemed to constitute weapons, such as surgical scissors, pointed nail files; etc.; (d) illegal drugs; (e) any other contraband; or (f) any items that may later be banned in the Producers’ sole discretion, during the production of the Program including, without limitation, any clothing that may bear any copyrighted images or the image of any individual. The Producers reserve the right, in its sole discretion, to set a monetary limit regarding the value of items that participants may bring with the while participating in the Program and the quantity of such items. I hereby provide y consent for the Producers to search the Minor’s person and the Minor’s belongings (including, without limitation, by x-ray or similar device prior to commencement of production of the Program and at any time during the production of the Program and agree that the Producers may confiscate banned or any other items immediately. I understand that the Minor may be disqualified from the Program if at any time during the production of the Program, the Minor breaches this representation or refuse to allow the Producers to search the Minor’s person or the Minor’s belongings. I hereby release the producers from any liability regarding any loss or damage to any items the Minor brings, including, without limitation, those items that the producers may confiscate pursuant to this Participant Agreement or any items which the Minor may leave with Producers to keep, transport or otherwise take possession of any time during the Minor’s participation of the Program.
21. The Minor is not (and no member of the Minor’s immediate family [which for the purposes of this paragraph and agreement is defined to encompass any spouse, or domestic partner or spousal equivalent, mother, father, daughter, son, sister, or brother, as well as any of the foregoing who are considered “half-“ or “step-” relatives] is) now or is in the process of becoming an employee, officer, director or agent of: (a) Magic Molehill Productions, Inc. and/or CBS Broadcasting Inc., their licensees, assigns, parents, or affiliated or subsidiary companies or any affiliated CBS television station, or any television state that broadcast the program, and/or (b) Good TV, Inc. and/or Forman Productions, Inc., their licensees, assigns, parents, or affiliated or subsidiary companies. If the above is not true, please explain:

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22. I have listed below, to the best of my and the Minor's knowledge, anyone the Minor knows or I know who is now, or has been in the past year, an employee, agent, or representative of: (a) [^{PAGE 10}] Magic Molehill Productions, Inc. and /or CBS Broadcasting Inc., their licensees, assigns, parents, or affiliated or subsidiary companies or any program, and/or (b) Good TV, Inc. and/or Forman Productions, Inc., their licensees, assigns, parents, or affiliated or subsidiary companies.
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23. I agree that, if the Minor is selected by the Producers to be a participant, the Minor's appearance as a participant in the Program is not employment and is not subject to any union or guild collective bargaining agreement or any state for federal labor regulations, and does not entitle the Minor to wages, salary or other compensation under any such collective bargaining agreement or otherwise.
24. I understand that the Producers may, in the Producers' sole discretion, terminate the pre-production or production of the Program or modify or amend the Official Rules, or any part thereof, at any time for any reason including, without limitation, the safety or health of participant(s), staff, and/or third parties, weather, acts of God, law or local ordinance, strike, time of day, delay of game, request by third parties improper disclosure of game material, the interest of fairness, best interests of the game, or for no reason at all. In addition, if any activity on the Program is halted or cancelled for any reason, the Minor shall abide by the Producers' decision regarding the resumption of the activity and any disposition of prizes or stipends. I understand and agree, and the minor understands and agrees, that the Minor shall abide by all additional rules not contained in the Official Rules concerning specific tasks or instructions that are a part of the Program whether given to the Minor by the Council or otherwise, and that the Official Rules or any other rules may change at any time, for any reason or for no reason at all. I and the Minor further agree that the Minor shall comply and will all directives and instruction given to the Minor by the Council and Producers during the course of the production of the Program. The Producers' decisions and all matters (including participant selection and decisions regarding the creation and implementation of terms, tasks and rules governing the Program) shall be within the Producers' sole control and shall be final and binding on me and the Minor in all respects and not subject to appeal. I understand and agree that the minor may be disqualified

from the Program at any time or penalized by the Producers as Producers deem fit if the Minor fails to abide by the Official Rules or the directives or instructions of the Council, or if the Producers, in the Producers' sole discretion and determination (which is not subject to appeal or protest), believe that the Minor has acted improperly or has cheated on any task, or believe that the Minor's continued participation in the Program could be disruptive and/or pose a danger or threat to others or the Minor or is detrimental to the program or the Minor in any way whatsoever, or that the Minor has provided false information or has been otherwise not candid in the application process and that the Producers' decisions will be final and not subject to appeal. In the event of such disqualification or penalizing of the Minor by Producers, the Minor shall forfeit any right to receive any prizes or stipends. While the Minor may elect not to participate in tasks to which the Minor may be assigned, I acknowledge that, as a result, the Producers may, in the Producers' sole discretion, penalize the Minor, eliminate the Minor as a participant, and/or disqualify the Minor from further participation in the program, and such disqualification or other [PAGE 11] penalty may include, without limitation, a forfeiture of the Minor's right to receive any prizes or stipends. However, no such disqualification, discontinuation, withdrawal, or elimination will affect any of the rights granted or assigned by the Minor or me or any of the covenants, agreements, waivers, releases or indemnities made by the Minor or me in this Participant Agreement, the Program Application, or any other agreements that the Minor and I may make, as well as any and all exhibits and attachments to any of the foregoing documents.

25. I represent that the Minor is in excellent mental and physical health and that the Minor and I know of no reason why the Minor should not participate in the Program. I shall accurately and truthfully complete, and cause the Minor's physician(s) to accurately and truthfully complete, and the Minor shall bring with the Minor to the next interview (if the Minor is selected to participate in the next interview session), the combined personal Statement and Medical Examiner's Report ("Medical Report") that is being provided to the Minor and me concurrently herewith. I understand that, if the Minor is selected to participate in the Program, the challenges and tasks in which the Minor will participate will require physical dexterity, agility and endurance. I hereby represent that the Minor has no physical infirmity and the Minor is not under treatment for any chronic physical infirmity, ailment or injury. I further represent that the Minor is able to walk, run, jump, hop, skip, crawl, swim, climb, ride a bicycle, and otherwise use his or her arms, legs and body to complete various physical tasks during the course of the Program. If the Minor is not able to do any of the foregoing, I have set forth the activities that the Minor is presently unable to do here:

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26. I understand and agree that any physical and/or mental assistance, examination and/or sessions the Minor may have with any medical personnel retained by or associated with the program, the producers and or the Producers' agents does not create a confidential relationship between myself and the Minor on one hand and such medical personnel on the other. Accordingly, I acknowledge and consent to production doctors, psychologists, and other medical personnel communicating with the producers and MMP any diagnoses, prognoses, medical information and/or opinions regarding the Minor. I hereby waive any physician-patient privilege the Minor and/or I may have or that may arise with any physicians, psychologists, health workers, health care institutions, insurers, and other individuals or entities as a result of the Minor's participation in the participant selection process and/or the Program and I authorize the release to the Producers and MMP of all records and information, written, verbal, electronic or otherwise, from any of the above persons and/or entities. In addition, I agree to execute contemporaneously herewith and have the Minor bring with him or her to his or initial interview all medical authorization forms for the release of medical information that are provided by the Producers (including, without [^{PAGE} 12] limitation, the Authorization for Release of medical Information form enclosed herewith) and, further, at the Producers' request, to sign and deliver to the Minor's physician(s) a physician's copy of the Authorization for Release of Medical Information (also enclosed). I agree to sign any additional authorizations that the Producers or a health care provider deem necessary to facilitate the release of such records and information.
27. I understand that I must obtain all necessary approvals, if any, from the Minor's school principal or other governing person or body, as well as, if required, the approval of the School Board of Education for applicant to participate in the Program during the required production periods. I agree to cooperate with producers to obtain such approvals, including but not limited to, signing any additional documents necessary for such approvals.
28. If the Minor is injured or becomes ill during the course of the production of the Program, I hereby authorize the Producers' medical team or medical personnel designated by the Producers to treat the Minor for any such injury or illness. If the Minor is incapacitated or unable to assist in the Minor's own care, I authorize Program-affiliated medical personnel to make treatment decisions on the Minor's behalf and I understand and agree that such treatment may include surgery and/or the administration of medication or any other treatment. Without in any way limiting or altering or affecting any of the terms and conditions, rights and obligations contained in the

enclosed Emergency Medical Release, I further hereby release, discharge, relinquish and hold harmless the producers from any medical care assistance, treatment or services provided to the Minor at any time whether such treatment or services are provided by health care professionals, paramedics, or any other person.

29. I irrevocably grant to the producers the right (a) to interview the minor and to videotape, film and record such interviews(s) and the Minor's statements and appearances therein, including the Minor's name, voice and likeness, and (b) if the Minor is selected by the Producers to be a participant or alternate for the program, to videotape, film, portray and photograph the Minor and the Minor's actions and record the Minor's voice and other sound effects by means of cameras and microphones (including, without limitation, by requiring the Minor to wear a microphone) further in connection with the production of the Program on an up to 24-hour-a-day, 7-days-a-week basis, whether the Minor is aware or unaware of such videotaping. The interview(s) during the selection process, any and all information I and the Minor have supplied in the interview(s) or otherwise (including biographical information, photographs or videotapes of me and/or others, and any other materials), any and all other information the Producers have received from other sources, the Minor's appearance, actions, voice and sound effects in connection with the Program (including, without limitation, any act, poses, plays, vocal, instrumental, musical and other sound effects, and compositions of any kind or nature), and the results and proceeds of the Minor's participation in the program (including, without limitation, the Minor, the Minor's actions, voice and sound effects on the locations of the Program as filmed and recorded on an up to 24-hours-a-day, 7-days-a week basis, and any reproductions or recordings of any nature of any of the foregoing, in whole or in part (including, without limitation, any photographs the Minor may take or any written notes the Minor may make), shall be referred to as the "Material." The Material, including the copyright and all other rights therein, shall be the sole and exclusive property of MMP (who is a third party beneficiaries to this Participant Agreement), and I hereby grant and assign, on behalf of the Minor and myself, to MMP all rights of any nature in and to the Material. The Material may be used, broadcast, exhibited, distributed, advertised or otherwise exploited by such means and for such purposes (including, without limitation, merchandising, and commercial and non-commercial [PAGE 13] purposes) and in any and all media, now known or hereafter devised (including, without limitation, television [whether free, pay, cable, satellite or otherwise and which shall include, without limitation, the right to exhibit such Material on the CW television network, any affiliated free or cable television channel of CBS Broadcasting Inc. or anywhere else], theatrical, non theatrical, cassettes, discs and other home video devices, the Internet, including not by means of limitation the Innertube network on

CBS.com, and other on-line or computer-assisted media, and print media), in any and all versions (including, without limitation, digitized versions) as MMP designates throughout the universe, in perpetuity, at any time and from time to time, whether as part of the Program or otherwise. The Material may be edited, cut rearranged, adapted, dubbed on otherwise revised or modified for any such purposes by the Producers in the Producers' sole discretion, and I waive, on behalf of the Minor and myself, the exercise of any "moral rights" and "droit moral" and any analogous rights however denominated. I hereby irrevocably grant, on behalf of the Minor and myself, to MMP the perpetual and worldwide right to use the Minor's name, likeness, photograph, caricature, voice and biographical material in connection with the production, exhibition, distribution, advertising, merchandising and other exploitation of the Material, whether as part of the Program or otherwise, or in connection with the exploitation of any subsidiary and ancillary rights therein. MMP's business activities and the business activities of the networks, stations, sponsors, and other users and exhibitors of the Material and/or the Program for any purpose including, without limitation, for any commercial purpose whatsoever, including, without limitation, product endorsement, whether related to the Program or otherwise. I agree that any telecast, webcast, or other exploitation of the Material or any rights therein, whether as part of the Program or otherwise, will not entitle the Minor or me to receive any prize or compensation. I hereby represent and warrant that I have the right to grant each and all of the foregoing rights on the Minor's behalf and on behalf of all others who appear in the videotape and/or who have supplied information contained in the Material, without the permission of or payment to any third party.

CONFIDENTIALITY

30. I acknowledge and agree that the Minor's participation in the application process for the Program and, if the Minor's selected, the Minor's participation in the Program, will bring the Minor into close contact with the confidential and proprietary affairs, information and material of Producers, CBS, and that concerning the Program, not readily available to the public. Except as specifically provided herein or as otherwise authorized by CBS, the Minor and I will not use or discuss or disclose to any party any information or trade secrets obtained or learned as a result of the Minor having applied to be a contestant on the Program, or in the event the Minor is selected to be a contestant in the Program, any information related to the Minor's participation in the Program, including without limitation any information concerning or relating to the application process to be a contestant on the Program, or any information concerning or relating to the Program, the contestants, the events contained in the Program or the outcome of the Program or the method(s) of production of the Program for a

period from the date of this agreement until three (3) years after the initial broadcast of the last episode of the Program series (i.e., the last episode of the entire series of the Program as a whole, as distinct from the cycle of the Program for which the Minor is applying to be a contestant, or which the Minor participates if selected, regardless of whether or not the [PAGE 14] Minor has appeared in the last cycle, a previous cycle, or no cycle at all of the Program). Notwithstanding the foregoing, the Minor and I will not at any time, and the Minor and I will not authorize others at any time to, (i) publicize, advertise or promote any information related to, or receive or generate any monetary advantage from the Minor's having applied to be a contestant to be on the Program, or if selected, the Minor's participation on the program or (ii) prepare or assist in the preparation of any written work (including, but not limited to, websites, books and magazine articles), any audio work, visual work or any audio-visual work that depicts, concerns, or relates in any way to either the Minor's having applied to be a contestant on the Program or the casting process for the Program, including not by means of limitation, any information relating to any travel, interviews or preparation which I or the Minor may undergo in connection with the application process, or that relates in any way to the Minor's participation in the Program, if selected to participate in the Program. The Minor and I understand and agree that CBS shall solely control issuance of all publicity, press releases and press conferences related to the Program. The Minor and I agree not to participate in any publicity, press releases, or press conferences or to communicate with the press directly or indirectly in any respect in connection with the Program, without the express consent of an authorized representative of CBS. All contact with the media regarding the Program the Minor's application to be a contestant on the Program, and if selected, the Minor's participation on the Program, must be organized and sanctioned by the press officer of CBS in connection with the Program or by a duly authorized representative of CBS. I agree that any violation by me or the Minor of any of my obligations pursuant to this paragraph of the Participant Agreement shall constitute and be treated as a material breach of the Participant Agreement which will cause irreparable harm to CBS. I further agree that in the event of any violation by me or the Minor, or anyone acting at my or the Minor's direction, of the obligations pursuant to this paragraph of Participant Agreement, the Minor and/or I will be liable to CBS and shall pay to CBS as liquidated damages, and not as a penalty, the sum of five million dollars (\$5,000,000.00), which amount represents the result of a reasonable endeavor by CBS and I to ascertain the fair average compensation for any harm that CBS will sustain as the result of such disclosure. I expressly agree that this liquidated damages amount represents reasonable compensation for the harm which will be incurred by CBS as a result of such disclosure, that this liquidated damage provision is necessary because of the Participant Agreement, and that the amount of those damages is impracticable to calculate or ascertain with certainty or

specificity. I understand that if a judgment is entered against the Minor and/or me, CBS may take all steps necessary to enforce such judgment including, but not limited to, garnishing my wages an/or placing a lien on any real property the Minor and/or I own. In addition to CBS right to liquidated damages as set forth above, I agree that in the event of such violation by me or the Minor of my and the Minor's obligations pursuant to this paragraph of the Participant Agreement, CBS will have the right to seek, among other things, (a) injunctive relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me or the Minor or anyone acting at my or the Minor's direction, (b) return or recovery of the value of any prize or stipend received or to be received in connection with the Program, (C) recovery or disgorgement of the monies or other consideration received in connection with such disclosure, if any, and (d) recovery of CBS attorney fees incurred to enforce this paragraph of the Participant Agreement.

31. I irrevocably grant and release, on behalf of the Minor and myself, to MMP in perpetuity and throughout the universe, the exclusive right, if the Minor is selected as a participant or alternate for [PAGE 15] the Program, to depict, portray and represent the Minor and the Minor's life and all episodes, exploits, events, incidents, situations and experiences contained in or associated or related to the Minor's life (including, without limitation, the Minor's experiences in connection the Program) ("Life Story") and the Material in theatrical motion pictures, television programs and series, theatrical state presentation, radio, other audio, visual, audio-visual, and/or parent productions, books and other print publications (each, a "Production" and collectively, the "Productions"), the production, reproduction, exhibition, broadcast distribution, advertising, promotion and other exploitation of the Productions in any and all media, whether now known or hereafter devised in any and all versions (including, without limitation, digitized versions) and in the exercise of all subsidiary, allied and ancillary rights (e.g., remake, sequel, theatrical, television, radio, publishing, merchandising and other similar rights) in the Productions, MMP may depict and portray the Minor and the Minor's Life Story either accurately or with such liberties and modifications as MMP determines necessary in its sole discretion for the purposes of fictionalization, dramatization or any other purposes, including without limitation, to achieve a humorous or satirical effect, and by means of actors who may or may not resemble the Minor. I hereby grant to MMP the perpetual and worldwide right to use the Minor's name, likeness, photograph, caricature, voice and biographical material in connection with the production, exhibition, advertising, merchandising, and other exploitation of any and all Productions, and all rights therein. Without in any way limiting the scope of this Participant Agreement, I hereby release, on behalf of the Minor and myself, MMP from, and agree not to sue the MMP for, any and all claims, and causes of

action for libel, slander, invasion or rights to, or in connection with the use made by MMP of any of the rights granted above. I hereby grant, on behalf of the Minor and myself, to MMP the free and unrestricted right, but at the MMP's own cost and expense, to institute in the Minor's name or on the Minor's behalf, or in the Minor's own and MMP's names jointly, any and all suits and proceedings in law or in equity to enjoin and restrain an infringement of the rights herein granted, and I hereby assign and set over to MMP any and all causes of action arising or resulting by reason or based up on an infringement, and any and all manner interfere with such litigation if brought. The rights granted by the Minor and me hereunder shall be in addition to any rights MMP may have as a member of the general public and this Participant Agreement shall not in any way limit, restrict or prevent MMP from the development or production and exploitation of any type of product or form of media that an unrelated third party would be entitled to develop, produce and exploit without the rights granted to MMP hereunder.

32. I further agree that the Minor and I shall not initiate or cooperate in any commercial venture that relates to the Program or my participation without the prior approval of MMP and/or CBS. I represent that the Minor and/or I have not heretofore executed any agreement in conflict herewith or in any way attempted to sell, dispose of, encumber or hypothecate any of the rights herein granted to the producers, or at any time authorized, licensed or granted any consent to any person, firm or corporation other than MMP, to make, produce, publish, exhibit or otherwise use or exploit the Minor's life story or any part thereof including, without limitation, the Minor's participation in the Program, to any television, motion picture, radio, Internet, newspaper, magazine or any other, [^{PAGE} 16] electronic or print related media.
33. I further agree, for the period commencing with the Minor's selection, if any, as a participant in the program and continuing through and including one (1) year from the initial broadcast of the final episode of the cycle of the Program in which the Minor appears (the "Exclusive Period"), that the Minor's services in all media will be exclusive to CBS and that the Minor will not be permitted to render services or make appearances in any and all forms of media without CBS prior express written consent. During the Exclusive Period, in consideration of Producers' selection of the Minor as a participant for the Program and as an inducement thereto, the Minor will be available and will participate, subject to the Minor's academic schedule, as, when and where CBS may reasonably require in connection with promotion, marketing, advertising, publicity, interviews and similar matters (e.g., appearing on news shows, morning shows, talk show, specials, live show(s), reunion show(s) featuring participants in the Program as well as participants from other cycles of the Program series, and other programs, and making other appearances as reasonably required by CBS in connection

with the Program including, without limitation, appearing in institutional advertising and promotions for CBS), provided that CBS will pay for transportation, lodging and other reasonable expenses as selected and determined in CBS's sole discretion as well as to make reasonable arrangements to accommodate and address the Minor's academic needs and obligations as a result of the Minor's participation in the aforementioned activities. I agree that the Minor will participate in such aforementioned press and publicity events without violating any of the confidentiality provisions contained herein. In addition, I agree that at any time during the Exclusive Period, CBS shall have the exclusive and irrevocable right and option (the "Option") to cause the Minor to enter into a CBS talent hold agreement, at the applicable minimum amount, if any, provided for under any applicable guild agreement which among, other things, shall provide that CBS shall have the exclusive right to the Minor's services as a performer in all media (to the maximum extent allowable under any applicable guild agreement) for one (1) year from the date of exercise of the Option.

34. For a period extending from the time that I execute this document, through the date one (1) year after the initial airing of the final episode of the cycle of the Program in which the Minor may appear (for purposes of this Participant Agreement, a "cycle" is a set of approximately thirteen (13) episodes, subject to change in Producers sole discretion, involving one set of participants), the Minor will be exclusively available to CBS for any and all press and publicity events related to the Program, provided that CBS will pay for transportation and lodging, to be selected in the Producers' sole discretion, and a reasonable stipend during such events. I agree that the Minor will participate in such aforementioned press and publicity events without violating any of the confidentiality provisions contained in this Participant Agreement.
35. Without in any way limiting the scope of this Participant Agreement, I hereby agree, on behalf of the Minor and myself, to release, defend, indemnify and hold harmless the Producers, MMP and CBS, and all media and production companies affiliated or associated with the participant selection process and the production, promotion and/or broadcast of the Program and [PAGE 17] the Producers' and their parent, subsidiary and affiliated companies and the respective existing and former officers, directors, employers, agents, representative, licensees and assigns of any of the above entities, from and against any and all claims, actions, lawsuits, liabilities and expenses arising from or relating to any breach of the Minor's and/or my warranties or representations herein.
36. I understand and acknowledge that there are statutory provisions and/or case law which provide that 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. However, I on behalf of myself and on I behalf of the Minor, expressly waiver any such rights that I or the Minor may have under such statutes or case law. I acknowledge that the Minor or I may hereafter discover claims in addition to the ones released in this document, and I hereby release, on behalf of the Minor and myself, the Producers for any such unknown and/or unsuspected claims.

37. I represent and warrant that the Minor and I have accepted or agreed to accept, and will not accept or agree to accept, directly or indirectly, any money, service or other valuable consideration for the inclusion of any matter as part of the Program.
38. I agree that the Minor and/or I shall not partake in any gambling venture or other game of chance, skill or knowledge with respect to any information or observations that the Minors or I may have gained either directly or indirectly through the Minor's participation in the Program. Without limiting in any way the terms of the confidentiality obligations set forth herein, I hereby agree that a breach of this paragraph shall constitute a breach of this Participant Agreement which shall entitle Producers to all of the rights and remedies under this Participant Agreement, including not by means of limitation, any remedies provided herein for breach of confidentiality obligations.
39. I hereby agree that I shall not enter into any personal and/or social relationships with any of the Producers' employees, or those of any of the Producers' broadcast affiliates, or any individual closely acquainted with the production of the Program, while the Minor is involved in the application process for or participating in the Program. I understand that such prohibited relationships include dating and having intimate and/or sexual relationships. I further understand that such relationships may violate the law, may cause improprieties and/or the appearance of improprieties, may adversely affect the production and the outcome thereof, cause or give the appearance of partiality or unfairness in a production and/or result in the improper use of an employee's position for personal gain, or be exploitative or coercive in nature. I also understand and agree that neither I nor the Minor will enter into any business or financial relationships, including, without limitation, lending money, gambling, and business partnerships with the Producers' employees, or those of the Producers' broadcast affiliates, or any individual closely acquainted with the production of the Program. I understand and agree that if the Minor is found or I am found in the Producers' sole discretion to have violated any aspect of this paragraph, the Minor may be subject to immediate disqualification from the Program.

40. I understand that if the Minor chooses to enter into an intimate relationship of any nature with [^{PAGE} 18] another participant or any other person, the Minor does so without any influence by the Producers and the Minor and I hereby assume any and all risks that may be associated with any relationship, including, without limitation, emotional distress, illness, sexually transmitted diseases, HIV, and pregnancy, if applicable. Without in any way limiting the scope of this Participant Agreement, I hereby release, on behalf of the Minor and myself, the Producers, MMP and CBS from any and all claims associated therewith, including, without limitation, divorce (as applicable) or those of an emotional, physical, or financial nature.
41. I hereby agree that the Minor shall be available on an exclusive basis for the production of the Program which is intended to take place sometime between March – April 2007 and as when needed by the Producers in connection with the production and the promotion of the Program (these dates may be subject to change at Producer's sole discretion).
42. I hereby agree that if any disclosure, representation or warranty made by the Minor or me is false, or if the Minor breaches or I breach any covenant or agreement made in the Participant Agreement or any other agreement, document or release in connection with the Program (including, without limitation, the Official Rules or any other rules or regulations as determined by Producers in their sole discretion), then, in addition to any other rights and remedies the Producers may have under this Participant Agreement or otherwise, the Producers may remove the Minor from the Program and/or withhold from the Minor any prizes or stipends which the Minor may have otherwise won or been awarded and the Minor and I shall return to the Producers any prizes or monies already delivered to the Minor or me; and the Producers may make any explanation, announcement, on-air or otherwise, that the Producers may choose, about any of the foregoing.
43. I agree that in the event of any dispute concerning this Participant Agreement or my participation in, and in any way related to the Program, the Minor's and my sole remedy shall be to seek damages, and in no event shall the Minor or I be entitled to seek injunctive or other equitable relief or undertake any legal efforts to restrict the exploitation of the Materials or Program.
44. I understand that neither the producers, MMP, nor CBS have an obligation hereunder to record or to make use of the Minor's appearance and participation in the Program or to broadcast the Program, and that the Producers, MMP and/or CBS may edit the Program or the Minor's appearance therein (if any) as the Producers see fit.

45. The validity, interpretation and legal effect of this Participant Agreement, the Minor's Program Application, and any other agreements into which I may enter in connection with the Program (collectively, "Participant Agreements"), shall be governed by the laws of the State of New York applicable to agreements executed and fully performed within New York. I agree that any and disputes or controversies (regardless, by way of example only, whether such disputes or controversies are between producers and/or CBS or other broadcast television network on the one hand, and the Minor and/or me, on the other hand; between another Program participant and the [PAGE 19] Minor and/or me; or between the Minor and/or me and the Program host) arising under or relating to the Minor's application or participation in the program or arising under the Participant Agreements, or any of their terms, any effort by any party to enforce, interpret, construe, rescind, terminate or annul the Participant Agreements, or any provision thereof, shall be resolved by binding arbitration in accordance with the following procedure: either (i) the Producers and I shall mutually select an arbitrator, who shall be a retired judge of a state or federal court or (ii) if the Producers and I cannot agree on such arbitration, the Producers and I shall each select one arbitrator, who shall both be retired judges of state or federal courts and those two arbitrators shall then select a third arbitrator, who shall be a retired judge of a state or federal court. All arbitration proceedings shall be conducted under the auspices of the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, through its offices in New York State. I agree that the arbitrator's ruling, or arbitrators' ruling, as applicable, in the arbitration shall be final and binding and not subject to appeal or challenge. I further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties. Notwithstanding the foregoing, nothing in this paragraph or in any of the applicable rules of the AAA, shall prevent the Producers, MMP or CBS from seeking provisional relief outside of arbitration, including but not limited to equitable and/or injunctive relief outside of arbitration, including but not limited to equitable and/or injunctive relief, pending the arbitrator's final decision.
46. This document and the exhibits and attachments hereto, as well as the program Application previously executed by me, constitute the entire agreement and understanding between the parties concerning the subject matter hereof, and they supersede and replace all prior negotiations, proposed agreements and agreements, written and oral, relating thereto, and cannot be changed or terminated except by a written instrument signed by the parties hereto.

47. I acknowledge that no other party, nor 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 acknowledge that I have not execute this instrument in reliance on any such promise, representation, or warranty not contained herein.
48. This Participant Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. This Participant Agreement is not assignable by the Minor and/or me, but may be freely assigned by the Producers.
49. Should any provision hereof be found invalid, in whole or in part, it shall not affect the validity [^{PAGE} 20] or enforceability of any other provision hereof or of that provision insofar as it is not invalid or unenforceable. Any waiver of any term of this Participant Agreement in a particular instance shall not be a waiver of such term for the future.
50. I represent that the Minor is a legal citizen of the United States, I hereby acknowledge that I have had an opportunity to consult with an attorney prior to signing this Participant Agreement.
51. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.
52. I HAVE BEEN GIVEN AMPLE OPPORTUNITY TO READ, AND I HAVE CAREFULLY READ, THIS ENTIRE PARTICIPANT AGREEMENT, I REPRESENT AND WARRANT THAT I HAVE THE FULL, RIGHT, POWER AND AUTHORITY TO GRANT THE RIGHTS GRANTED IN THIS PARTICIPANT AGREEMENT INCLUDING, WITHOUT LIMITATION, THAT I AM THE PARENT AND/OR LEGAL GUARDIAN OF THE MINOR. I CERTIFY THAT I HAVE MADE SUCH AN INVESTIGATION OF THE FACTS PERTINENT TO THIS PARTICIPANT AGREEMENT AND OF ALL THE MATTERS PERTAINING THERETO AS I HAVE DEEMED NECESSARY, THAT I FULLY UNDERSTAND THE CONTENTS OF THIS PARTICIPANT AGREEMENT, THAT I AM OF SOUND MIND, AND THAT I INTEND TO BE LEGALLY BOUND BY THIS PARTICIPANT AGREEMENT. I AM AWARE THAT THIS PARTICIPANT AGREEMENT IS, AMONG OTHER THINGS, A RELEASE OF LIABILITY FOR FUTURE INJURIES AND A CONTRACT BETWEEN MYSELF AND THE PRODUCERS AND/OR THE PRODUCERS' AFFILIATED ORGANIZATIONS, AND THAT I AM SIGNING THIS PATICIPANT

AGREEMENT OF MY OWN FREE WILL. ALL STATEMENTS MADE BY THE MINOR AND ME IN THIS PARTICIPANT AGREEMENT ARE TRUE. THE NAMES GIVEN BELOW ARE THE MINOR'S AND MY LEGAL NAMES. ANY OTHER NAMES (S) OR ALIAS (ES) USED BY THE MINOR WITHIN THE PAST FIVE YEARS ARE ALSO NOTED BELOW. THE SOCIAL SECURITY NUMBER FURNISHED IS THE MINOR'S TRUE SOCIAL SECURITY NUMBER. I REPRESENT AND WARRANT THAT I HAVE BEEN AFFORDED THE OPPORTUNITY TO REVIEW THIS DOCUMENT WITH MY OWN LEGAL COUNSEL PRIOR TO SIGNING.

ACCEPTED AND AGREE:

GOOD TV, INC.

Signature

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Initial _____

Its: _____

Date: _____

ACCEPTED AND AGREED:

PARENT OR COURT APOINTED LEGAL GUARDIAN #1 of Minor who confirms and ratifies on Minor's behalf all of the terms and conditions of this Participant Agreement - If there is no second living parent or legal guardian, then the undersigned represents and warrants that he or she is the only living parent or legal guardian of the Minor.

Name: _____

Signature: _____

Home Address: _____

Zip: _____

Date: _____

Social Security Number: _____

Other Names and Aliases (if applicable):

PARENT OR COURT APPOINTED LEGAL GUARDIAN #2 of Minor who confirms ratifies on Minor's behalf all of the terms and conditions of this Participant Agreement - If there is no second living parent or legal guardian, please skip to the Minor's signature block below.

Name: _____

Signature: _____

Home Address: _____

_____ Zip: _____

Date: _____

Social Security Number: _____

Other Names and Aliases (if applicable):

FOR THE MINOR:

I have read and understand the foregoing Participant Agreement. I accept and agree to abide by the terms of the Participant Agreement and I believe that it is in my best interest to enter into the Participant Agreement. I confirm that 1) _____ and 2) _____ are my parents or legal guardians, and that I have no objection to them signing and entering into this Participant Agreement on my behalf.

SIGNED: _____
Signature of Minor

PRINT NAME: _____

DATE: _____

ADDRESS: _____

HOME TELEPHONE: _____

Other Names and Aliases of Minor (if applicable):

