

CITY: _____

UNTITLED NBC RESTAURANT COMPETITION SHOW APPLICATION

LIST THE FIRST AND LAST NAME AND PHONE NUMBER OF YOUR TEAMMATE:

RELATIONSHIP TO TEAMMATE:

PLEASE READ THE RULES/ELIGIBILITY REQUIREMENTS BEFORE COMPLETING THIS APPLICATION.

1. Fill out the application legibly, using blue or black ink.
2. Do not leave any questions unanswered. If any question is not applicable, please write N/A for a response. Failure to answer any question may be grounds for not considering your application.
3. Only write on the printed side of the paper. Attach additional pages if needed; referencing the question you are answering.
4. Attach TWO non-returnable photos: ONE picture of just you and ONE picture of you and your partner.
5. Each person/teammate applying must fill out their own separate application.
6. You must also complete and sign the attached Certification Of Veracity.
7. Complete and present this application to Casting Staff at Open Call Casting Events or as otherwise instructed. PLEASE, take your time and answer completely and honestly.

THANK YOU FOR YOUR TIME AND EFFORT. GOOD LUCK.

To be considered for this show, you must fill out this application honestly, accurately, completely, and to the best of your ability. Failure to do so may result in your elimination from consideration from the show, as well as the forfeiture of any prizes or other things you may have been awarded, whether or not you have already received them. Applications that are incomplete, illegible, corrupted, and/or arrive with posted due are void and will not be accepted.

NOTE: throughout this application, you will be asked for contact information for various people. By listing a person, you are granting us permission to contact that person as a reference, as a means of contacting you, or as a means of obtaining additional information about you.

I. GENERAL INFORMATION ABOUT YOU:

Name: _____

List any other names you have been known by (including nicknames):

Address: _____

Cell #: _____

Work #: _____

Home #: _____

Fax #: _____

Personal E-mail: _____

Work E-mail: _____

Personal or personal business website (i.e. MySpace, Facebook, etc.):

Circle One: Male Female

Social Security #: _____

Drivers License #: _____ State of Issue: _____

Are you a legal U.S. Citizen or permanent legal U.S. resident? YES NO

If not, list your current residency status: _____

Would you be available to leave work, home and your family for up to five (5) weeks roughly at the end of May and all of June? YES NO

Do you have any obligations that would prevent you from being gone from your home and job for an extended period of time? If so, please explain.

Marital Status (check one):

Single (with no significant other) _____

Boyfriend _____ Girlfriend _____

Engaged _____ Married _____

Widowed _____

Divorced _____ (How Many Times) _____

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

Name:	Age:
_____	_____
_____	_____
_____	_____
_____	_____

Who would watch your children if you were gone for an extended period of time?

List your current employer and occupation title:

Give a brief description of a typical workweek (day to day tasks, hours you work, responsibilities, etc.):

List your last three previous jobs (food related or non-food related). Describe in detail and explain why you left:

What is your highest level of education? List the name of the school and year you graduated:

GED: YES NO

H.S.

Name of School: _____ Year of graduation: _____ Degree: _____

College

Name of School: _____ Year of graduation: _____ Degree: _____

Masters

Name of School: _____ Year of graduation: _____ Degree: _____

PHD

Name of School: _____ Year of graduation: _____ Degree: _____

Have you attended a culinary, restaurant or hospitality management school? YES NO

Name of School: _____ Dates attended: _____

Describe your degree: _____

Did you graduate? YES NO

Year of graduation: _____

Type of degree earned: _____

Do you have any military experience? YES NO

Are you currently an active member or in the reserves? YES NO

If so, please describe branch, rank, job, and dates of enlistment:

Type of discharge: _____

Were you ever the subject of any disciplinary proceedings or actions in the military?

YES NO

If YES, please describe in detail, including, without limitation, date(s), place(s), nature of charge(s), outcome of proceedings, and any action taken.

How did you hear about the show?

2. PERSONAL QUESTIONS:

1.) Describe your personality, as accurately and truthfully as you can:

2.) How would your family describe you?

3.) How would your friends describe you?

4.) What is something that we wouldn't know about you by looking at you?

5.) Describe any special interests, hobbies, group affiliations or talents that we should know about:

6.) What is your greatest accomplishment?

7.) Describe an embarrassing moment or experience:

8.) Give an example of a stressful time in your life and how you reacted to it:

9.) Are you a competitive person? Explain:

10.) Describe personality traits that annoy you about other people:

11.) What do you look for in a teammate?

12.) If you could have anything in the world to change your life, what would it be and why?

13.) What is your ultimate dream?

3. ALL THINGS CULINARY:

14.) Please list any culinary or restaurant experience (include your responsibilities and if it was a staff or intern position):

15.) Have you ever or do you currently own a restaurant? If so, how many and what kind? What was the name(s) and location(s)?

16.) Describe why you are interested in the restaurant business?

17.) What is alluring or attractive about the restaurant business?

18.) Why do you want to open a restaurant?

19.) Describe your ideal restaurant:

20.) What would your strengths be in opening a restaurant? Weaknesses?

21.) What role would you have in opening a restaurant, front or back of house?

22.) If you answered front of house, tell us why and what skills you bring to running the front of house in a restaurant (i.e. management, design, marketing, or business experience, etc.)

23.) If you answered back of house, rate your cooking Skills (1-10, with 10 being the best):

24.) Who was the greatest influence on your cooking, and why?

25.) How many times a week do you eat out?

26.) When it comes to eating out, what's more important, the food or the ambience?

27.) Do you have a favorite restaurant? If so, why?

28.) What is your favorite type of food?

29.) List any places that your personal recipes are used or sold (internet included):

30.) Do you have a favorite dish?

31.) When it comes to food, what's more important, the taste or presentation?

32.) Do you have design or any decorating skills? If so, provide a brief description:

33.) Do you have any make over or renovation experience? If so, provide a brief description (Example: What have you renovated?):

34.) What is your personal motivation for wanting to compete in the show?

35.) Tell us why you and your teammate want to open a restaurant together?

36.) Describe how opening or running your own restaurant will affect your life?

4. TEAMMATE INFORMATION

37.) How long have you and your teammate known each other?

38.) How did you meet?

39.) Describe your relationship:

40.) Have you ever considered partnering with your teammate for anything prior to this show?

YES NO

41.) Have you ever partnered with your teammate before in anything else?

42.) How would you describe your teammate?

43.) How would your teammate describe you?

44.) What do you consider your teammate's strengths? Weaknesses?

45.) Do you ever disagree with your teammate?

46.) Would you consider yourself or your teammate as the leader?

47.) What is the best experience or most memorable moment you have had with your teammate?

48.) What is the worst experience you've had with your teammate and why?

49.) What would be your teammate's role in opening a restaurant?

50.) What makes your team better than any other team?

5. BACKGROUND INFORMATION:

51.) Do you currently have Medical Insurance? YES NO
Medical Insurance Provider:

52.) Do you have any mental or physical conditions or have had any surgery that could interfere with your participation on the show? If so, please explain in detail:

53.) If you have any physical limitations, would you be able to perform the essential functions required to participate in the program if given reasonable accommodations (i.e. wheelchair ramp, etc.)? If accommodations are required, please describe:

54.) Have you ever been treated for depression? If so, please explain the circumstance and what types of treatment(s) you've had (if any):

55.) Please list any allergies you have and your current treatments:

56.) Do you smoke? If yes, how much?

57.) Do you drink alcohol? If yes, how much?

58.) Do you have problems with alcoholism or any other drug-related addiction? If so, please provide more details including how long you've been in recovery, if that's the case:

59.) List all medications you are currently taking and why you are taking them:

60.) Have you ever appeared, performed or acted in any television programs, films, movies, stage shows, commercials or advertisements of any kind? If so, please provide details (including the name of the show(s) and date(s) :

61.) Have you applied to any other reality/game shows in the last five years? If so, list dates of application and show name and whether or not you won a prize. If you have not appeared on any such shows, please state this. Do not leave the space below blank :

62.) Are you currently being considered for any other reality show, including any game or contest shows? If so, list the name of the show and where you are in the application process:

63.) Have you ever been or participated in a reality television show? If so, please list the title, airdate and network:

64.) Do you know anyone, aside from your partner, who is applying to be on the show?

65.) Are you a member of any professional performing arts unions (SAG, AFTRA, AGMA, AEA, etc.)?

66.) Have you ever created a website or posted any material on any website (including MySpace, Facebook, YouTube or similar sites)? If YES, name and describe the website you created and/or the materials you posted.

67.) Have you ever been arrested, detained, or convicted of a felony or misdemeanor offense either as a juvenile or as an adult? If so, please provide details and dates:

68.) Have you ever been a party to a civil lawsuit? If so, please describe when and where the event occurred, the nature of the case, and what the outcome was.:

69.) Have you ever had a temporary or permanent restraining order placed against you or has anyone tried to obtain a temporary or permanent restraining order against you? If yes, please provide details, including without limitation, date(s), place(s), names of party seeking temporary restraining order was sought, whether it was issued, and the basis upon which it was issued:

70.) Have you ever been convicted of any crime of reckless or drunk driving? If YES, please describe in detail, tell us when and where the event occurred, and what the outcome was:

71.) Have you appeared in any magazines, publicly disseminated photographs, or advertisements or on the Internet? If so, please describe:

72.) Is there anything about your life that you would NOT want to share on camera or make public on television (e.g., social organization, activities, friends, family, relationships)? If so, please describe, including your reasons:

6. REFERENCES AND CONTACTS (Please answer every question. Do not leave any questions unanswered or any space blank.) Please remember to only list people in this section who give us permission to contact as references or as a means to contact you.

Please list three people whom you frequently see in case we need to get in touch with you on very short or who can serve as a reference (i.e., significant other, roommate, boss, etc.):

Name	Address	Phone	How You Know Them
1.			
2.			
3.			

Please list three people who are not related to you and who have known you for over 3 years:

Name	Address	Phone	How You Know Them
1.			
2.			
3.			

- CONTINUE TO THE FOLLOWING PAGE -

PART 7: ELIGIBILITY REQUIREMENTS AND RELEASES

- 1) You must be a legal U.S. citizen or permanent legal U.S. resident of the U.S. to participate in the Program.
- 2) You must be at least 21 years of age as of 03/01/08.
- 3) You must not be a candidate for public office and must agree not to become one until one (1) year after the initial exhibition of the episodes of the Program in which you appear, if selected as a contestant.
- 4) You may not participate in the Program if your participation would create impropriety or the appearance of impropriety. In making this determination, Producer and Network will consider whether you or any member of your immediate family or anyone living in your household is or has been within the last two (2) years an employee, officer, director or agent of any of the following:
 - (a) NBC Universal, Inc. (“NBCU”) or any television production company, network, station or distributor owned and operated by or affiliated with NBC Universal, Inc. (e.g. Upper Ground Enterprises, Inc., Ltd.);
 - (b) Upper Ground Enterprises, Inc. (“Producer”), or any other person or entity involved in the development, production, distribution or other exploitation of the Program or any version or variation thereof;
 - (c) Any sponsor of the Program or its advertising agency; or
 - (d) Any person or entity supplying prizes or other services to the Program.

I have disclosed, below to the best of my knowledge, anyone I know who is now, or has been in the past two (2) years, an officer, director, employee, agent or representative of 4a. – 4d listed above:

In addition, Producer and NBCU reserve the right to render ineligible any person whom any of them determines, in its sole discretion, is sufficiently connected with the production, administration, judging, or distribution of the Program, such that his or her participation in the Program could create the appearance of impropriety.

- 5) If you are selected as a potential contestant, you must execute waivers and release agreements, including, but not limited to, an applicant agreement and release and other agreement(s) as required by the Producer or the NBCU, or any of their licensees, successors or assigns.
- 6) You will need to be exclusively available to the production for **approximately between three and five weeks or possibly longer or shorter beginning in May and June, 2008, as well as dates for publicity which have yet to be determined** (all dates subject to change in the sole discretion of Producer), and you will need to be available for pre-production and post production activities. Furthermore, you may be

separated from the other members of your family for some or all of this time. You will need to be willing to travel to various locations as part of production.

7) Any offer to become a participant is conditioned upon your submission to physical and psychological examinations to be conducted by medical professionals selected by and paid for by the Producers and the certification of the medical professionals that you meet all physical and psychological requirements. You must be willing to submit medical information to the production, and you must be willing to submit to a medical examination, psychological examination, and background check.

8) You hereby give the following representations, warranties, acknowledgements, consents and releases:

(a) By signing below, I hereby represent, warrant, acknowledge, and agree that: (i) I have read and I meet and agree to be bound by the eligibility requirements set forth in this application; (ii) I have completed this application honestly and accurately; (iii) if any of the information in this application is found to be false or incomplete, this will be grounds for dismissal from the Program contestant selection process and/or from the contest and/or from the Program if selected; (iv) even if I meet the eligibility requirements, Producer has no obligation to interview me and/or select me as a contestant; (v) I agree to keep strictly confidential all information about the Program that I acquire during the contestant selection process and/or during my participation in the Program (if applicable); (vi) my voice, actions, and likeness may be recorded as a part of this application and contestant selection process, and I understand that Producer may, but is in no way obligated to, actually use such recordings within the Program or in any other manner; (vii) even if I am selected as a contestant, Producer has no obligation to produce the Program or conduct the contest and NBCU has no obligation to exhibit it, even if conducted and produced; (viii) all decisions by Producer concerning selection of the contestants are final and not subject to challenge or appeal; and (ix) Producer has no obligation to return any materials submitted by me as part of the contestant selection process whether or not I am selected as a contestant, and Producer may, but is in no way obligated to, use any such materials in the Program or in any other manner.

(b) By signing below and submitting this application, I hereby consent to the recording, use and reuse by Producer and the NBCU, and each of their respective licensees, successors, assignees, parents, subsidiaries, or affiliated entities and each of their respective representatives, employees, agents, officers and directors (collectively referred to herein as "Releasees"), of my name, voice, actions, likeness (actual or simulated), sobriquet, appearance, biological and biographical information, and any information contained in, derived from or obtained in connection with this application, including, without limitation, any recordings or still pictures of me taken during the contestant selection process and any materials submitted by me in connection with my application (collectively referred to herein as "Likeness"), as edited, altered, or modified by the Producer or by any of the other Releasees, in any and all media now known or hereafter devised, throughout the universe, in perpetuity, including, without limitation, in and in connection with the Program, in and in connection with other programs, and in and in connection with advertisements, promotion, publicity, marketing and merchandising, or otherwise. Further, by signing below and submitting this application, I warrant and represent that everyone appearing in the video submitted by me in connection with this application agrees that the video may be used in and in connection with the development, production, distribution and/or exploitation of the Program and/or

any other production and in the advertisements, publicity and promotions for the Program, any other production, and for any program channel or service (including, but not limited to, any broadcast television network, television station or channel, cable network, satellite network or internet-delivered service) that broadcasts, exhibits, transmits, distributes or otherwise exploits the Program or other production throughout the universe at any time, in perpetuity, in any and all media, whether now known or hereafter devised, and by any and all means of delivery, whether now known or hereafter devised, without any compensation whatsoever. I agree that Releasees or any of them may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. I further agree that Releasees exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any recordings made by any of them as well as in and to any video, recordings, and still pictures that I have provided or may provide in connection with my application and any other materials that I have provided or may provide in connection with this application, the Program and the contestant selection process, which video, still pictures and any other materials will not be returned to me (collectively referred to herein as the "Materials"), including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any and all media now known or hereafter devised, throughout the universe, in perpetuity including, without limitation, in and in connection with the Program, in and in connection with other programs, and in and in connection with advertisements, promotion, publicity, marketing and merchandising, or otherwise. Without in any way limiting the foregoing, if I perform or include any music (other than music supplied to me by Producer) in connection with my application or the Program, I represent and warrant that I own all rights to such music, and I grant Producer the right to record, reproduce and publicly perform any such music in and in connection with the Program or any other program. Without in any way limiting the waivers and releases set forth herein, I waive any claims to royalties of any kind, whether accruing now or in the future, from Producer and NBCU for the use of any such music, including, without limitation, any applicable copyright, public performance, mechanical and synchronization royalties. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I understand that I will not be paid any money for giving Releasees these rights or for signing this application.

I agree to take, at Producer's expense, any further action, in writing (including, without limitation, execution of affidavits and/or other documents), requested by Producer to effect, perfect or confirm Producer's and NBCU's rights in the Materials and my Likeness, including, without limitation, the rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit the Materials and my Likeness in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to me or any other person or entity.

(c) I understand that the contestant selection process will involve subjective decisions made by certain individuals selected by Producer and/or NBCU in their sole discretion. I further understand that those certain individuals, NBCU, Producer and/or other persons or entities may be acquainted with or have some familiarity with some or all of the applicants to varying degrees. I understand and agree that all contestant selection and elimination decisions shall be final and binding on me in all respects, and shall not be subject to challenge or appeal.

(d) Being chosen to interview at any level will not ensure that I will be selected to continued through the selection process. Producers reserve the right to disqualify or exclude, at their sole discretion any individual from the interview and selection process at any time, Producers also reserve the right to change the rules and procedures at any time.

(e) **Release and Agreement Not to Sue.** To the maximum extent permitted by law, by signing this application, I hereby release the Releasees and any television station or channel, cable network, or satellite network that airs the Program, the other contestants and participants in the Program, the advertisers connected with the Program, each of their respective parent, subsidiary and affiliated companies, all other persons and entities connected with the Program, and each of their respective officers, directors, agents, representatives, employees, successors, assignees, and licensees from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or by reason of, my participation in or in connection with the Program, and/or the recording or use of my Likeness and/or the Materials, including, without limitation, my participation in the contestant selection process of the Program, any exploitation of the Program or my appearance on the Program, the failure of Producer to select me as a contestant, the cancellation of the Program, or the exercise by Producer of any rights granted by me with respect to the Program on any legal theory whatsoever (including, but not limited to, personal injury, rights of privacy and publicity, false light, and defamation) (the "Released Claims"). The Released Claims specifically include, without limitation, any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind resulting from the actions of another participant or any other third party at any time. Further, to the maximum extent permitted by law, I agree not to sue Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use defames me or invades any right of privacy and/or publicity) or for any other reason based on any of the Released Claims hereunder.

(f.) I hereby authorize Producer and any person or entity designated by Producer to investigate, access and collect information about me, about any of the statements made by me in this application, any supporting documents and any other document that I submit, have signed or do sign in connection with my application to be selected as a contestant in the Program, or any other written or oral statements I make in connection therewith. Without limiting the foregoing, I irrevocably authorize Producer and any person or entity designated by Producer to secure information about me and my experiences from my current and former employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, any branch of the military and any references I have provided, and I irrevocably authorize such parties to provide information concerning me. I hereby unconditionally and irrevocably release and forever discharge Producer, the persons or entities designated by Producer, and all such parties and persons from any and all claims, actions, damages and liabilities arising out of or in connection with any such investigation. I specifically authorize investigation of my employment records, medical records, and government records, including, but not limited to, my motor vehicle records, criminal records, civil records, military records, credit and/or consumer report(s). I acknowledge and agree that any such information obtained by Producer or by any person or entity designated by Producer pursuant to this paragraph or otherwise may be used for purposes of selecting contestants in the Program, and may be described or otherwise related in and in connection with the Program, in and in connection with another program, and/or in and

in connection with any advertising, promotion or publicity for the Program or other program.

(g) I hereby authorize Producer and any person or entity designated by Producer to conduct psychological and physical examinations and background investigations of me if required by Producer in Producer's sole discretion to the maximum extent permitted by law. I further authorize the individuals conducting such examinations and investigations of me to disclose to Producer and their representatives all information about me obtained in connection with such examinations or investigations, and I hereby authorize Producer to utilize such information in selecting contestants for the Program. Additionally or in the alternative (in Producer's sole discretion), I will provide Producer with certification from my personal physician stating that I am physically fit and have no medical condition that would prevent me from participating in the Program, and that engaging in the Program would not endanger my health in any way or give rise to any medical condition or exacerbate any medical condition I may have.

(h) Whether or not I am selected to be a contestant on the Program, I shall keep in strictest confidence and shall not disclose to any other applicant, contestant or other third party at any time (i.e., prior to, during, or after the taping or exhibition of any episode of the Program) any information or materials of any kind, including without limitation, any information or materials concerning or relating to Producer or to NBCU, the business of Producer or NBCU, any program produced by Producer and/or exhibited by NBCU, including, without limitation, any information concerning or relating to the Program, the Program applicants, the Program contestants, the location(s) of the Program, the events contained in the Program, or the outcome of any contest in or episode of the Program, that I read, hear or otherwise acquire or learn in connection with or as a result of my applying to be a contestant on the Program or (if I am selected to be a contestant) as the result of my experiences as a contestant on the Program (collectively, the "Information and Materials"). I acknowledge and agree that the Information and Materials are confidential and the exclusive property of Producer and/or NBCU. At no time will I ever, directly or indirectly, divulge in any manner or use or permit others to use any of the Information and Materials.

I acknowledge and agree that my obligations with respect to confidentiality set forth in this application shall continue in perpetuity or until terminated by NBCU by giving me written notice of termination. In no event will I have the right to terminate my confidentiality obligations under this application. I acknowledge that in the event I breach the confidentiality or any other provisions of this application, my breach may, in the sole discretion of Producer and/or NBCU result in my being disqualified to participate as a contestant in the Program.

9) I hereby certify that I have not been convicted of a felony and that I do not have any outstanding criminal warrants(s) for an arrest.

10) As used herein, "Producer" shall include Upper Ground Enterprises, Inc. its licensees, successors, and assigns, and each of their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, licensees and assigns. I agree that Producer may license, assign, and otherwise transfer this application and all rights granted by me under this application to any person or entity.

I have read, understand, and agree to be bound by all of the terms and conditions of this application.

Signature _____ DATE: _____

Name (Please print or type) _____

Address _____

Phone Number _____

NOTE: You MUST NOT DISCLOSE any information you have learned about the show during this casting/application process.

If you OR ANY ASSOCIATE, FRIEND, RELATIVE, AGENT, REPRESENTATIVE OR OTHERWISE does disclose any information about this show to any third party including but not limited to members of the media or press, YOU MAY BE IMMEDIATELY DISQUALIFIED FROM THE APPLICATION PROCESS AT THE SOLE DISCRETION OF THE PRODUCER.

Thank you for your time and effort in completing the form.

Please notify Producer in writing if there is a change in your address, phone number or other information provided by you in this application.

Please be sure to sign and date the Certification of Veracity on the next page. If you fail to do so, your application will not be considered.

Good Luck!

CERTIFICATION OF VERACITY

1. I have voluntarily applied to participate in the television program currently entitled "Untitled NBC Restaurant Competition Show" (working title) (the "Program") being produced by Upper Ground Enterprises, Inc. ("Producer") for possible exhibition by NBC (the "Network"). In order to be considered as a contestant in the Program, I have made and will make statements and representations to Producer and to NBCU regarding myself and my background. I understand that this information is being relied upon by Producer and by NBCU in considering me for selection as a contestant in the Program.
2. I hereby certify, represent and warrant that all statements, disclosures and representations made by me in my application to participate in the Program, in any other document or agreement that I have signed or will sign in connection with the Program or my participation in the Program, and that I otherwise provide to Producer, to NBCU, or to anyone acting on their behalf, are true, accurate and complete. Without in any way limiting the foregoing, I certify that I have not withheld or mischaracterized any information regarding myself or my background. I also agree to immediately inform the Producer and NBCU if any of the information I provide becomes inaccurate or incomplete at any time prior to the exhibition of the final episode of the Program.
3. If any statement, disclosure or representation is or becomes false, misleading or incomplete, Producer and/or NBCU may remove me from consideration as a contestant in the Program, may remove me from the Program, and/or may withhold from me or cause me to return any prizes, monies, or other items that I have won or received, including, without limitation, any prizes, monies, or other items already delivered to me.
4. I also recognize that proof of damages suffered by Producer and NBCU in the event that I breach any provision of this certification will be costly, difficult and/or inconvenient. Accordingly, I agree to pay Producer and NBCU the sum of One Hundred Thousand Dollars (\$100,000) per breach plus disgorgement of any money or the value of anything that I may receive in connection with my breach as liquidated damages in the event I breach any provision of this certification. Furthermore, I will indemnify and hold harmless Producer, NBCU, and their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representative and employees, from and against any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' fees) that in any way arise out of or result from my breach of any provision of this certification.

ACCEPTED AND AGREED

Signature: _____ Date: _____

Print Name: _____

APPLICATION RELEASE

I hereby acknowledge that I have read and I meet the eligibility requirements. I hereby certify that all statements made in this application are true and complete. I understand that if any of the disclosures made by me on this application are false, this will be cause for disqualification of my consideration for this production. I further acknowledge and accept that this application form and any other materials (including, but not limited to, photographs, and videotapes) I have submitted or will submit to Upper Ground Enterprises, Inc. will become the sole and exclusive property of Upper Ground Enterprises, Inc. and will not be returned to me. I understand that as the owners of this material Upper Ground Enterprises, Inc. shall have the right to edit, distribute and exploit the material submitted in any manner in their sole discretion but shall have no obligation to do so. By signing below, I grant to Upper Ground Enterprises, Inc. and the right to use any biographical information contained in this application, my home video or taped interview, and to record, use, and publicize my home videotape or taped interview, voice, actions, likeness and appearance in any manner in connection with this production. I hereby release and indemnify Upper Ground Enterprises, Inc. and NBC Universal, Inc. and all of their respective licensees, assigns, successors, parents, affiliated and subsidiary companies, divisions, and joint ventures as well as their employees, officers, directors and agents (collectively, the "Released Parties") from any and all claims or demands of every kind that I or any third party may now or hereafter have against the Released Parties in connection with my application to appear in the production and the exploitation of any and all materials I have submitted in connection therewith, or any exercise by any or all of the Released Parties of any of the rights I am granting hereunder, or any other matter contained herein, including, but not limited to, any claims for defamation, violation of rights of privacy and/or publicity, negligence, and/or intentional infliction of emotional distress.

In connection with the foregoing releases, I hereby expressly waive any and all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code or by any similar law or provision of any jurisdiction throughout the world. Section 1542 reads as follows:

"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."

I have signed this release on the _____ day of _____, 20____.

Signature: _____

Print Name: _____