

THE APPRENTICE
ONLINE APPLICATION (A10)

NAME: _____ HOME PHONE: _____

ADDRESS: _____ WORK PHONE: _____

_____ CELL PHONE: _____

E-MAIL: _____ HOMETOWN: _____

HIGHEST LEVEL OF EDUCATION COMPLETED: _____

CURRENT OCCUPATION/YEARLY INCOME: _____

PREVIOUS PEAK OCCUPATION/YEARLY INCOME: _____

WHAT IS YOUR CURRENT LIVING SITUATION? _____

HOW HAS THE RECESSION AFFECTED YOU PROFESSIONALLY? _____

HOW HAS THE RECESSION AFFECTED YOU PERSONALLY? _____

WHAT IS YOUR MOST IMPRESSIVE WORK OR SCHOOL ACHIEVEMENT? _____

WHAT IS THE MOST IMPORTANT RELATIONSHIP IN YOUR LIFE? _____

TELL US SOMETHING EMBARRASSING ABOUT YOURSELF: _____

WHY DO YOU BELIEVE YOU COULD ULTIMATELY BE "THE APPRENTICE"? _____

VOLUNTARY PARTICIPATION AGREEMENT

I, _____, desire to voluntarily participate in interviews and auditions (the "Activity") for 'The Apprentice' (the "Program"). In connection with my participation in the Activity, I acknowledge, represent, warrant and agree as follows:

- (1) I am 21 years of age or older.
- (2) I represent and warrant that I am in good health and that I have no medical, physical or emotional condition that might interfere with my engaging in the Activity.
- (3) I represent and warrant that I am not under the influence of any medication, drugs, or other substance that might impair my physical or mental ability to engage in the Activity or that might impair my judgment while engaging in the Activity.
- (4) I will follow all rules made and directions given by NBC West, LLC ("NBC") and Reilly Worldwide, Inc. ("Producers") in connection with the Activity.
- (5) Producers have no obligation to me whatsoever. Without in any way limiting the foregoing, I acknowledge and agree that Producers are under no obligation to select me to participate in the Activity or to include the Activity or my participation in the Activity in the Program. I understand that I will not be paid any money or given any other consideration for giving Producers the rights listed in this Agreement or for signing this Agreement.
- (6) I authorize Producers to investigate, access and collect information about me, about any of the statements made by me in my application, any supporting documents and any other document that I have signed or do sign in connection with my application to be selected as a participant in the Program, or any other written or oral statements I make in connection therewith. I irrevocably authorize Producer to secure information about my experiences from my current and former employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, 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 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 my employment record and government records, including, but not limited to, my motor vehicle records, criminal record, military record, credit and/or consumer report(s). I acknowledge and agree that any such information obtained by Producers pursuant to this paragraph or otherwise may be used for purposes of selecting participants in the Program, and may be described or otherwise related in and in connection with the Program.
- (7) I hereby authorize Producers and any person or entity designated by Producers to conduct psychological and physical examinations of me as required by Producers. I further authorize the individuals conducting such examinations of me to disclose to Producers and their representatives all information about me obtained in connection with such examinations, and authorize Producers to utilize such information in selecting participants for the Program.

(8) MY PARTICIPATION IN THE ACTIVITY IS AT MY OWN RISK. I RELEASE PRODUCERS, NBC, EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AFFILIATED AND RELATED ENTITIES, LICENSEES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES, AND ALL OTHERS CONNECTED WITH THE PROGRAM, FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, IN ANY WAY ARISING OUT OF OR RESULTING FROM MY PARTICIPATION IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, AND LIABILITIES FOR INJURY, LOSS OR DAMAGE TO ME, TO ANYONE ELSE OR TO ANY PROPERTY, REGARDLESS OF WHETHER OR NOT SUCH INJURY, LOSS OR DAMAGE WAS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PRODUCERS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES OR EMPLOYEES, OR ANYONE ELSE CONNECTED WITH THE PROGRAM. I AGREE TO DEFEND AND INDEMNIFY PRODUCERS, NBC, EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AFFILIATED AND RELATED ENTITIES, LICENSEES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES, AND ALL OTHERS CONNECTED WITH THE PROGRAM, AND HOLD THEM HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, EXPENSES AND LOSSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) OF ANY KIND OR NATURE WHATSOEVER IN ANY WAY CAUSED BY OR ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY.

- (9) I understand that it is a federal offense, unless disclosed to Producers prior to broadcast, if any, to:
- (a) Give or agree to give any member of the production staff and anyone associated in any manner with the Program, or any representative of Producers any portion of any possible prize (if any) in connection with the Program or anything else of value to arrange my appearance on the Program.
 - (b) Accept or agree to accept anything of value to promote any product, service or venture on the Program, or use any prepared material containing such a promotion where I know the writer received consideration for it.

(10) I understand and agree that any material I provide to Producers (including, without limitation, photographs, videos, etc.) will remain the sole property of Producers. I further understand and agree that even if I am not selected for any further consideration as a participant on the Program, Producers are nevertheless entitled to use my name, voice, likeness, appearance, biographical information, any information or material provided by me to Producers, and any motion or still pictures or recordings Producers take of me, in any and all media now known or hereafter devised, worldwide in perpetuity in and in connection with the Program or otherwise, and I hereby release Producer from any and claims, actions, damages, liabilities, losses, costs and expenses arising out of or resulting from Producers exercise of its rights under this paragraph.

(11) As used herein, "Producers" shall include Producers, its affiliated and related entities, licensees, successors, and assigns, and each of their respective officers, directors, shareholders, employees, agents, and representatives. I agree that Producers may license, assign, and otherwise transfer this Agreement and all rights granted by me under this Agreement to any person or entity.

_____ Dated: _____, 2010
(Signature)

_____ (Print Name) _____ (Street Address)

_____ (Date of Birth) _____ (City, State, Zip)

NAME AND LIKENESS RELEASE

Please sign and date the following name and likeness release:

By submitting this application I hereby consent to the recording, use and reuse by Reilly Worldwide, Inc. ("Producers") and NBC West, LLC and any of their respective licensees, assigns, parents, subsidiaries, divisions, business units or affiliated and related entities and each of their respective employees, agents, officers and directors (collectively "Releasees") of my image, voice, actions, likeness, name, appearance and biographical materials (collectively "Likeness") in any and all media now known or hereafter devised, throughout the universe, in perpetuity, in or in connection with the reality-based television series currently entitled "The Apprentice" (the "Program") or any other production. I agree that Releasees 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 in and to the casting video that I have provided in connection with my application to be a participant on the Program and any other material provided by me in connection with the Program (collectively, the "Materials") and all rights therein and thereto including, without limitation, the right to use the Materials and my Likeness in any and all media now known or hereafter devised, throughout the universe, in perpetuity. I further agree that Releasees may use my Likeness and Materials in connection with any promotion, publicity, marketing or advertisement for the Program or for any of the Releasees in any manner whatsoever, or for any other purpose and manner whatsoever. I grant the rights hereunder whether or not I am selected to participate in the Program. I release Releasees from any and all liability arising out of any of their respective use of my Likeness and/or the Materials. I agree not to make any claim against Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use invades any right to privacy and/or publicity).

This agreement is deemed entered into in Los Angeles County, California, and is governed by and interpreted in accordance with the laws of the State of California applicable to agreements executed and fully carried out within California. I acknowledge that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce me to execute this agreement and I acknowledge that I have not executed this agreement in reliance on any such promise, representation or warranty not contained herein. Any waiver by the Producers of any term of this agreement in a particular instance will not operate as a waiver of such term for the future. I agree that the invalidity or enforceability of any part of this agreement must in no way affect the validity or enforceability of any of the remainder of this agreement.

I have signed this release on _____, 2010

Signature: _____

Print Name: _____