APPLICANT/CONTESTANT AUTHORIZATION, GENERAL RELEASE and INDEMNITY

("Dream Job")

I am an Applicant to become a Contestant on the television program presently entitled "Dream Job" (the "Program"), to be produced by ESPN Productions, Inc. or a producer selected by ESPN Productions, Inc. ("Producer") for possible telecast on the ESPN programming service owned by ESPN, Inc. (hereinafter, the foregoing entities shall be referred to collectively as "you" or "your"). By signing this Applicant/Contestant Authorization, General Release and Indemnity ("Release"), I represent that I have read, understood and voluntarily agree to abide by its terms and conditions. I acknowledge that by signing this Release, I will be giving up certain significant legal rights.

I understand that by submitting an audition tape to you, I am authorizing you to use such tape in all means and media in perpetuity for any reason whatsoever, including but not limited to in the Program, and that the tape will become your property exclusively and will not be returned to me. I understand further that any in-person auditions, interviews or meetings in which I participate may be recorded (and that other recordings of me may be made during the period of the application process), and that you may use such video and audio recording in the manner described above. You do not guarantee that my audition tape will be reviewed or considered, or that I will be given the opportunity to audition live, despite my submitting a tape and/or showing up for the in-person auditions.

I understand that my participation or possible participation in the Program will require me to travel to and reside in Bristol, Connecticut for seven to eight weeks in or around February and March, 2004 (the "Game Period"). If I am selected as a Contestant, I will reside during the Game Period in a hotel, house or other dwelling selected by ESPN with other Contestants, all of whom may be strangers to me. The Game will begin in or around February, 2004, and I will be required to remain in Bristol, Connecticut throughout the Game Period (except for any approved leaves, which Producer may grant or not grant in its sole discretion). I will be given a number of sports anchor "Tasks" to perform during the Game Period, which I must complete in accordance with the instructions and rules for each such Task. I understand that I may be given little or no advance notice of a Task, and that one or more Tasks may require travel (at Producer's expense, and accompanied by representatives of Producer). I further understand and acknowledge that prior to formal commencement of the Game, I may be asked to engage in certain preliminary screening and other experiential activities, all of which for purposes of this Release shall be deemed to be part of the Game.

I also understand that, if I am a Contestant in the Program, I must be able to function for a long period of time under unpredictable and physically and mentally taxing conditions, must be adaptable to various living and working situations, and must enjoy working and living in close proximity with others of varied age, sex, race, background, and experience. I understand that participation in the Program, including performance of Tasks, may require physical and mental stamina and may present certain substantial pressures and stress. I acknowledge that I may not have time to prepare, practice, acclimate or adapt to the Tasks or other circumstances incident to the Game.

Initial	Hara	
1111111111	пеге:	

In consideration of being permitted to participate in the Program, and for other good and valuable consideration which I have received, I hereby acknowledge and irrevocably agree to the following terms and conditions which shall govern my participation in the Program:

- 1. By participating in the Program I will, over a period of time, be interacting with a group of people who are strangers to me. I have voluntarily and knowingly decided to participate in the Program without having been coerced or convinced by you to do so and I freely and willingly assume all risks associated with my decision to participate.
- 2. You make no representations and offer no assurances as to the character, background or mental or physical condition of any other participant. Although you may have conducted checks into the character, background or mental or physical health of myself and the other participants, I understand that this Release I have executed today includes, without limitation, a release of any claim that I might assert based on your failure to conduct an adequate background check or investigation, including a physical and mental examination, of any other contestant or of myself.
- 3. I understand that during production of the Program, I will be expected to perform Tasks, possibly on little or no advance notice, that may be mentally and physically challenging and subject me to certain pressures and stress. I will be expected to complete such Tasks in accordance with instructions and rules given to me (verbally or in writing) prior to performing the Tasks.
- 4. I represent and warrant that I have not appeared on any national broadcast or cable network primetime television reality/game show (e.g., The Bachelor, Survivor, Big Brother, Fear Factor, Who Wants To Be A Millionaire, Greed, 21, Winning Lines, The Weakest Link, Bands on the Run, Blind Date, Boot Camp, Chains of Love, Eco-Challenge, Love Cruise, Making The Band, The Mole, Murder in Small Town, Popstars, The Real World, Road Rules, Spy TV, Temptation Island, Ultimate Reality, Wanted, Who Wants To Marry A Multi-Millionaire, WWF Tough Enough, You Don't Know Jack, etc.; (thus, appearances on non-primetime programs such as Jeopardy, Wheel of Fortune, Hollywood Squares, Family Feud, etc. are not prohibited) that (i) has been telecast during primetime within one (1) year prior to Contestant selection or (ii) is intended to be telecast during primetime within one (1) year after Contestant selection.
- 5. I represent that I have never been professionally employed (i.e., a job for which I received a salary or other compensation) as a television or radio anchor or reporter (or other on-air talent position), and I acknowledge and understand that I may be disqualified from becoming a Contestant or participating in the Program if I have been so employed. Being "professionally employed" for purposes of this paragraph shall not include a job with a college or university television or radio station as an anchor or reporter (or other on-air talent position) even if a salary or other compensation was paid to me (i.e., this shall not disqualify me).
- 6. I represent that I have never been charged with any felony or misdemeanor other than a minor traffic or parking violation, if any. I further represent that I have never had a

Initial	Here:	

restraining order entered against me and I am not subject to any outstanding arrest warrants

- 7. I represent that I am not presently a candidate for any public office. I understand that you have the right to disqualify me from the Program and/or I will forfeit any prize I may have otherwise earned if I become a candidate at any time prior to the telecast of the Program. I agree not to become a candidate for public office for one year after the telecast of the final episode of the Program in which I appear.
- 8. I authorize you and your agents and assignees to conduct any background check of me as you deem appropriate in your sole discretion and agree to sign any documents you reasonably deem necessary to authorize third parties to release information in connection with such background check. In accordance with the Fair Credit Reporting Act, the Privacy Act (5 USC 552a), and the Freedom of Information Act, I expressly authorize you and your agents and assignees, to thoroughly investigate my references, work record, education, and other matters related to my suitability for participation in the Program, and I further authorize the references I have listed and provided to you to disclose to you and your agents and assignees, any and all letters, reports, and other information related to my employment, academic history, and mode of living, without first giving me prior notice or other disclosure. If relevant, I also authorize the National Personnel Records Center or other custodian of my military service and fitness records to release to you and your agents and assignees the following information and/or copies of my military service record to include branch of service, years of service, rank held at separation, all disciplinary action and discharge status.
- 9. I understand and agree that my actions and conversations (including those that might be regarded as private) during the course of the application process and participating in the Game and the Program (including any approved leaves) will be observable by and audible to others, will be recorded by you and your agents for possible telecast and/or other dissemination or distribution by you by any means you choose. The recordings may be affected by any means you choose, including hidden and visible cameras, and hidden and visible microphones. I acknowledge that I will have no privacy during the course of the application process and participating in the Game and the Program (i.e., during the entire Game Period).
- 10. I acknowledge that cameras and other production equipment may be present at any and all times during the production of the Program, and that such cameras and equipment are an integral and expected part of all aspects of the Program including, without limitation, any Tasks. I further acknowledge and agree that such cameras must be present in order for any Task in which I participate to be counted towards the completion of the Game.
- 11. I represent that I will not be in possession of any weapons, illegal drugs, any other contraband, or any recording devices, including but not limited to video cameras, DVD recorders, tape recorders, and cameras, during the production of the Program. I hereby provide my consent for you to search my person and my belongings prior to commencement of production of the Program and at any time during the production of the Program, and agree that you may confiscate any such items immediately. I understand that I may be disqualified from the Program if, at any time during the

I	nitial	l Here:				

production of the Program, I breach this representation or refuse to allow you to search my person or my belongings. I hereby release you from any liability resulting directly or indirectly from any such search and/or regarding any loss or damage to any items I possess, including those items that you may confiscate pursuant to this Release. I will not consume alcoholic beverages, including, without limitation, beer, wine or whiskey, during the Game Period.

- 12. I have read and understand the attached Official Rules for the Program and agree to abide and be bound by them in all respects. Without limiting the generality of the foregoing, I agree to abide by all applicable laws prior to, during and for a reasonable period after the conduct of the Game.
- 13. I understand that you may in your sole discretion terminate the Program, the Game, any or all Tasks, or modify or amend the Official Rules, or any part thereof, or change the dates of the Game or any other event hereunder, or change the type and/or number of Tasks, at any time for any reason including but not limited to safety or health of participants, your employees, and/or third parties, weather, acts of God, law or local ordinance, strike, war or other conflict, time of day, delay of Game, request by third parties, material availability, site availability, mechanical failure, technical malfunction, improper disclosure of Game material, the interest of fairness, best interests of the Program, or for no reason at all. I agree that all decisions you make with respect to the Program and contest, including but not limited to interpretation of the Official Rules, imposition of penalties for rules infractions, determination of the completion or noncompletion of Tasks and selection of a winner, shall be made by you in your sole discretion and that your decisions will be final and not subject to appeal of any kind.
- 14. I understand and agree that I may be penalized, up to and including disqualification from the Game at any time if I fail to abide by the Official Rules, follow the instructions for or complete a Task, or if you, in your sole discretion, believe that I have acted in an unsportsmanlike manner, have cheated on any Task, or that my continued participation in the Program could be disruptive and/or pose a danger or threat to others or myself. I further agree that you shall have the right in your sole discretion to remove me from the Program at any time for any other reason not specified herein, or no reason. I acknowledge and agree that my removal or disqualification from the Program will not void or otherwise affect any of the releases, waivers and other agreements contained in this Release or any of the other documents or instruments that I executed in connection with my participation in the Program, and Producer and ESPN may continue to rely upon and enforce any of such releases, waivers and other agreements and such documents and instruments.
- 15. I understand and agree to abide by all additional rules and guidelines not contained in the Official Rules concerning the Program, the Games, or Tasks as presented by you at any time throughout the Program, and that such rules and guidelines may change at any time, for any reason or for no reason at all. I understand and agree that you may disqualify me from the Program or a portion of the Program if I am found to have violated any such rules and guidelines, and all decisions shall be made by you in your sole discretion and your decisions will be final and not subject to appeal of any kind.

Initia	l Here:	
	i nere:	

- 16. I represent that I am in excellent mental and physical health, that I have never been hospitalized for a mental or emotional condition or problem and that I know of no reason why I should not participate in the Program. I understand that participation in the Game, including the performance of Tasks, traveling to Task locations and otherwise living during the conduct of the Game will subject me to potentially stressful, uncomfortable or pressure-filled situations in which possession of mental and physical stamina and certain other skills, including the ability to adapt and stay calm, will be needed. If requested by you, I agree to undergo physical and mental examinations conducted by medical personnel of your choosing, and acknowledge that I may be disqualified at any time in your sole and exclusive discretion if the results of such tests indicate that I am not physically or mentally fit to participate in the Program. I represent that I have a currently valid driver's license or identification card issued by one of the 50 United States, the District of Columbia or a U.S. territory or possession, which will remain valid until at least April, 2004.
- 17. I understand and agree that any physical and/or mental assistance, examinations and/or sessions I may have with any medical personnel retained by or associated with the Program, Producer and/or its agents, does not create a confidential relationship between myself and such medical personnel. Accordingly, I acknowledge and consent to such doctors, psychologists, and other medical personnel communicating with you any diagnoses, prognoses, or any other medical/psychological information and/or opinions regarding me. I hereby waive any physician-patient privilege I may have or that may arise with any physicians, psychologists, health care providers (including both physical and mental health care providers), social workers, health care institutions, insurers, and other individuals α entities as a result of my participation in the contestant selection process and/or the Program, and I authorize the release to you and your agents and assignees of all records and information, written, verbal, electronic or otherwise, from any of the above persons and/or entities. I agree to sign any additional authorizations that you or a health care provider deem necessary to facilitate the release of such records.
- I ACKNOWLEDGE THAT MY PARTICIPATION IN THE PROGRAM MAY PRESENT CERTAIN RISKS TO ME, AND I HEREBY ASSUME ANY AND ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, THE RISK OF DEATH OR PHYSICAL OR EMOTIONAL INJURY, MINOR AND/OR SEVERE BODILY HARM, AND/OR ILLNESS, AND/OR PROPERTY DAMAGE WHICH ARISE BY ANY MEANS, INCLUDING BUT NOT LIMITED TO: INSTRUCTION BY YOU; ACTS, OMISSIONS, RECOMMENDATIONS OR ADVICE GIVEN BY YOU; OR YOUR AGENTS, EMPLOYEES, OR OTHER PERSONS OR ENTITIES AFFILIATED WITH THE PROGRAM; PARTICIPATION IN POTENTIALLY DANGEROUS ACTIVITIES INCLUDING BUT NOT LIMITED TO ATTENDING ATHLETIC EVENTS AND RIDING IN MOTORIZED VEHICLES; LATENT OR APPARENT DEFECTS OR CONDITIONS IN ANY EQUIPMENT USED IN THE PROGRAM; THE USE OR OPERATION BY ME OR OTHERS OF SAID EQUIPMENT; ACTS OF OTHER PEOPLE; WEATHER OR OTHER NATURAL CONDITIONS; THE NATURE OF TRAVEL INCLUDING BUT NOT LIMITED TO LATENT DEFECTS, WEATHER CONDITIONS, AND HUMAN ERROR; MY PHYSICAL CONDITION; MY OWN ACTS OR OMISSIONS; FIRST-AID, EMERGENCY TREATMENT OR OTHER

Initia	l Here:			

SERVICES RENDERED TO ME OR OTHERS; LIVING ACCOMMODATIONS; CONSUMPTION OF FOOD OR DRINK; I FURTHER ACKNOWLEDGE THAT YOU CANNOT GUARANTEE MY SAFETY DURING THE PRODUCTION OF THE PROGRAM AND THAT YOU MAKE NO WARRANTIES, GUARANTEES OR REPRESENTATIONS ABOUT THE PROGRAM OR PRODUCTION OF THE PROGRAM. NOTWITHSTANDING THE FOREGOING, I HEREBY AGREE TO VOLUNTARILY ACCEPT AND ASSUME ANY AND ALL SUCH RISKS AS WELL AS ANY RISKS NOT MENTIONED HEREIN (THE FOREGOING EXAMPLES NOT PURPORTING TO BE A COMPLETE OR EXHAUSTIVE LIST) THAT ARE ASSOCIATED WITH MY PARTICIPATION IN THE PROGRAM AND THE SUBSEQUENT OR SIMULTANEOUS TELECAST, WEBCAST OR OTHER DISSEMINATION OF THE PROGRAM. **INITIAL HERE:**

- 19. I understand and agree that, if any person, including but not limited to, a member of your staff or another participant in the Program is injured or becomes ill during the course of production and/or taping of the Program, I will not render or attempt to render any type of medical assistance whatsoever to the injured/ill individual. If I am injured or become ill during the course of the production of the Program, I hereby authorize your medical team or medical personnel designated by you to treat me for any such injury or illness. **INITIAL HERE:**
- 20. I AND MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS HEREBY VOLUNTARILY AND KNOWINGLY, RELEASE, DISCHARGE AND RELINQUISH ANY AND ALL CLAIMS, ACTIONS AND LAWSUITS OF ANY KIND AGAINST YOU AND YOUR PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AS WELL AS YOUR EXISTING AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, AND ASSIGNS, RELATED TO OR ARISING FROM MY PARTICIPATION IN THE PROGRAM, AND/OR THE MAKING, TAPING, USE, EDITING, DISTRIBUTION, EXHIBITION, LICENSING, PROMOTING, TELECAST 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, PUBLICITY, INVASION OF PRIVACY, DISCLOSURE RIGHT OF EMBARRASSING PRIVATE FACTS, FRAUD, BREACH OF CONTRACT AND NEGLIGENT OR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS.

INITIAL HERE:

21. I hereby acknowledge that the Official Rules require me to, and I will, keep a daily diary of my experiences during the Game (the "Diary"). I further acknowledge that the Diary is done under Producer's direction and control and has been specifically commissioned by Producer as part of an audiovisual work. Accordingly, the Diary shall constitute a "work made for hire" under U.S. and international copyright laws and is the sole and exclusive property of Producer. To the extent not qualifying as a "work made for hire" I hereby irrevocably assign to Producer all right, title and interest I may have in and to the Diary, without retention of any interest therein whatsoever.

Initia	l Here:	

- 22. I understand that you will be the sole owner of all rights and interests in the Program (including all footage shot by you or anyone else in connection with the Program, whether or not included in the Program), all of my application materials including but not limited to any videotaped materials created by myself (including any audition tapes) or recorded during any audition or interview of myself by you, and any materials created or prepared by me during the course of the Game (including, without limitation, the Diary) (all of the foregoing collectively referred to herein as the "Materials"), including any and all telecast rights, and that you shall have the absolute right to use and license others to use the Program and the Materials (in whole or in part) in all media, now known or hereafter devised, throughout the universe, in perpetuity, without further compensation to me. I agree that I have no claim, nor will I assert any claim in the future, to any rights, title or interest of any kind in the Materials, the Program or any part of the Program.
- 23. Without limiting any of the foregoing, I hereby irrevocably grant to you and your licensees and assignees, my consent to your use of the Materials and the Program (including, without limitation my participation in the Program and any Materials (such as, but not limited to, the Diary) which I supply or use during the Program), in whole or in part, in any manner (including, without limitation, any program or compilation), in any medium now known or hereafter devised, throughout the universe in perpetuity without further compensation to me.
- 24. I acknowledge that you have the exclusive right to publicize and exploit the Program and my participation in the Program. Accordingly, I hereby grant to you all rights in all media throughout the universe in perpetuity to use and authorize others to use my name, likeness, picture, voice and biographical material for distribution, programming, publicity, advertising and informational purposes, including without limitation, to distribute, publicize and/or advertise the Program, your products (including, without limitation, products relating to the distribution of the Program, in whole or in part, in any medium) and/or services or those of any sponsor of the Program (but not for any use constituting a direct endorsement by me of any product or service).
- 25. I hereby further grant to you the exclusive, irrevocable and unconditional right throughout the world for five (5) years from the initial airing of the final episode of the Program to use my name and to use, simulate, and portray me and my life story, factually and/or fictionally, in such a manner as you shall elect, under my name, and to depict my likeness, personality, character, experiences, actions, and incidents related to, based upon, and/or adapted from the Program and/or my life story, in any manner, in any and all media now in existence or hereafter invented, to be distributed through any existing or subsequently established form of distribution ("Life Story Rights"). Such rights include all allied, ancillary and subsidiary rights of every kind and nature. From the date that is five (5) years after the initial airing of the final episode of the Program and continuing in perpetuity, I hereby grant you the non-exclusive, irrevocable and unconditional right throughout the world to my Life Story Rights. I hereby release you from, and agree not to sue you for any and all claims and causes of action for libel, slander, invasion of rights of privacy or publicity, or for any other claim or cause of action based upon, relating to, or in connection with the use made by you of any of the rights granted above. I hereby grant to you the free and unrestricted right, but at your own cost and expense, to institute in my name or on my behalf, or in my own and your names jointly, any and all suits and

Initial	l Here:	

proceedings in law or in equity to enjoin and restrain any infringement of the rights herein granted, and I hereby assign and set over to you any and all causes of action arising or resulting by reason or based upon any infringement, and any and all recoveries obtained in any such action. I will not compromise, settle or in any manner interfere with such litigation if brought. The rights granted by me hereunder shall be in addition to any rights you may have as a member of the general public and this agreement shall not in any way limit, restrict or prevent you 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 you hereunder.

- 26. I agree not to seek out or accept personal publicity, including without limitation, media interviews, or disclose or discuss events related to the Program, or authorize any third party to do the same, without your prior approval. I further agree not to initiate or cooperate in any commercial venture that relates to or in any way mentions or refers to the Program or my participation therein without your prior approval. I represent that 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 you, or at any time authorized, licensed or granted any consent to any person, firm or corporation other than you, to make, produce, publish, exhibit or otherwise use or exploit my life story or any part thereof including, without limitation, my participation in the Program, to any television, motion picture, book, radio, Internet, newspaper, magazine or any other electronic or print-related media.
- 27. 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 Program, I will be exclusively available to you for any and all press and publicity events related to the Program, and a reasonable number of other personal appearances for ESPN and/or its affiliates, provided that you will pay for travel, lodging and a reasonable per diem during such events. I agree I will participate in such aforementioned press and publicity events and personal appearances without violating any of the provisions contained in the Confidentiality Agreement I hereby agree to sign, including without limitation the mentioning of location, content, success or failure of any Tasks.
- 28. I agree to treat all information and material I receive or acquire during my participation in the Program, including without limitation, the nature of the tasks, as strictly confidential and not to disclose any such information to any third party. I specifically acknowledge that the financial value of the Program to you depends upon confidentiality and I agree to be responsible for any and all damages, including consequential damages that you may suffer if I breach this provision. In this regard, if i am a contestant or am later selected as a contestant, I agree to execute a Confidentiality Agreement. **INITIAL HERE:**
- 29. I hereby agree to release, defend, indemnify and hold harmless you and all media and production companies affiliated or associated with the production, promotion and/or telecast of the Program and your 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: a)

ni	it	ia	H	e	re	:				

my participation in the Program; b) your use of my name, likeness, picture, voice and biographical data; c) any of my acts or statements during the Program; and d) any breach of my warranties or representations herein.

- 30. I understand and agree that all rights under Section 1542 of the California Civil Code and any similar law of any state or U.S. territory, any similar federal law, or any similar common law or principle of similar effect, are hereby expressly waived. I acknowledge and understand that said section reads as follows: "1542. Certain claims not affected by general release. 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 acknowledge that I may hereafter discover claims in addition to the ones released in this document, and I hereby release you for any such unknown and/or unsuspected claims.
- 31. I represent and warrant that I have not 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.
- 32. I hereby agree that I will not enter into any personal and/or social relationships with any of your employees, or those of any of your telecast affiliates, or any individual closely acquainted with the production of the Program, while I am 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 cause improprieties and/or the appearance of improprieties, may adversely affect the production, play of Game or outcome of the Game, cause or give the appearance of partiality or unfairness in the Program and/or Game, 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 I will not enter into any business or financial relationships, including lending money, gambling, and business partnerships with your employees, or those of your telecast affiliates, or any individual closely acquainted with the production of the Program. I understand and agree that if I am found in your sole discretion to have violated any aspect of this paragraph, I may be subject to immediate disqualification from the Program.
- 33. I understand that if I choose to enter into an intimate relationship of a romantic and/or sexual nature with another participant in the Program, I do so without any influence or duress by you and I hereby assume any and all risks that may be associated with any relationship, including but not limited to emotional distress, illness, sexually transmitted diseases, HIV, and pregnancy, if applicable. I hereby release you from any and all claims associated therewith, including but not limited to divorce or those claims of an emotional, physical, or financial nature.
- 34. I hereby agree to be available on an exclusive basis for the production of the Program from in or about February, 2004 through in or about March, 2004.
- 35. I understand that if at the end of my participation in the Program I am declared the winner, I will be offered a one-year on-air talent contract with ESPN. I understand further that, in order to accept such prize, I will be required to sign your Personal

I	nitia	1 11	oro.	

Services Agreement, a sample of which is enclosed in the Contestant Package (but which is subject to change during the period up to when the prize is offered and accepted). The salary I will be paid will be determined, in your sole discretion, at the time the prize is accepted, and all other terms and conditions of my employment will be as specified in the Personal Services Agreement signed by me at the time of acceptance of the offer. The prize will only be awarded to me if I also comply with all of the terms and conditions of this Release, the Confidentiality Agreement, and the Official Rules. I further understand and agree that any prizes won by me cannot be assigned, transferred, exchanged, or sold, and I may not agree to share, assign, transfer, exchange or sell my prize before it has been awarded to me.

- 36. I agree that in the event of any dispute concerning this agreement or my participation in, and in any way related to the Program, my sole remedy shall be an action at law to seek damages, and in no event shall I be entitled to seek injunctive or other equitable relief or undertake any legal efforts to restrict the exploitation of the Materials or Program.
- 37. I understand that you have no obligation hereunder to record or to make use of my appearance and participation in the Program or to telecast the Program, and that you may edit my appearance and the Program as you see fit.
- 38. I hereby agree that this Release shall be governed, interpreted and construed in accordance with the laws of the State of Connecticut without regard to conflicts of law rules. I further agree that Connecticut shall be the exclusive forum for the resolution of any dispute arising out of this Release or my participation in the Program without regard to venue or jurisdictional rules.
- 39. Should any provision hereof be found invalid, in whole or in part, it shall not affect the validity or enforceability of any other provision hereof or of that provision insofar as it is not invalid or unenforceable.
- 40. I represent that I am over **18** years of age and a legal citizen of the United States. I acknowledge that I have read this Release, have the full authority to enter into it, am executing it knowingly, voluntarily and free from any coercion or duress, and am fully aware of its contents and legal effects. I hereby acknowledge that I have had an opportunity to consult with an attorney prior to signing this Release. I agree to abide by all of its terms.

ricell leb mid honelb.	
Name:	
Signature:	
Home Address:	
	_Zip:
Date:	

ACCEPTED AND AGREED:

Initial Here: