

## VIDEO RELEASE AND WAIVER

I have voluntarily agreed to be filmed or videotaped in connection with my interest in being potentially considered to participate on the SURVIVOR television program (“Program”). I hereby consent to the recording, use and reuse by the producers of the Program (“Producers”) and/or any of their respective licensees, assigns, parents, subsidiaries or affiliated entities and each of the respective employees, agents, officers and directors (collectively “Releasees”) of my voice (including, without limitation, my speaking and singing voices and musical compositions created by me), actions, likeness, name, appearance and biographical material (i.e., collectively “Likeness”) in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with: (i) my being considered for possible participation in the Program and (ii) the Program and associated promotion and exploitation of the Program (in any form or media) thereof. 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 specifically agree that Releasees shall have full exclusive ownership of any video taken of me herein (“Material”) and I shall have no rights whatsoever to the Material. I further agree that Releasees shall have the right to use the Material and my Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I release Releasees from any and all liability arising out of their use of my Likeness and/or the Material. I agree not to make any claim against Releasees as a result of the recording or use of my Likeness and/or the Material (including, without limitation, any claim that such use invades any right of privacy and/or publicity and any claims based on defamation or libel or false light). I understand that neither Producers nor Releasees make any representation that such Material will or will not be used in any way.

Governing Law/Binding Arbitration. This Release shall be deemed to be entered into in Los Angeles County, California, and shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements executed and fully carried out within California. The parties agree that any and all disputes or controversies arising under or relating to this Release shall be resolved by binding confidential arbitration in Los Angeles, California.

**I expressly understand that Producers are under no obligation to select me for participation in the Program or to select me for advancement to any level of consideration for participation in the Program. In the event that Producers do further consider me for participation in the Program, I understand that I will be required to sign all of Producers standard application and agreements in connection with such consideration.**

This agreement expresses the entire understanding between me and the Producers and replaces any and all former and contemporaneous agreements, understandings or representations between me and the Producers. Any laws that require or suggest that the interpretation of a document or agreement, or the resolution of any ambiguities contained therein, should be resolved against the drafter of the document or agreement, are hereby waived. No modification, alteration or amendment of this agreement will be valid or binding unless in writing and signed by both me and the Producers. No waiver by the Producers of any term or condition of this agreement will be construed as a waiver by the Producers of any other term or condition; nor will any waiver by the Producers of any default under this agreement be construed as a waiver by the Producers of any other default. The Producers may freely assign, in whole or in part, any of their rights or obligations under this agreement. I may not assign my rights and obligations under this agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (Please print or type): \_\_\_\_\_