

#### **VIEWER "GET ON THE BUS" APPLICATION**

#### **APPLICATION INSTRUCTIONS:**

- Please complete the Viewer "GET ON THE BUS" application form on the following pages in full.
- Two photos are required to be included with the application:
  - o one head and shoulders
  - one full body photo
- A 90 second video DVD is also suggested to include with your application, but is not required.

VIDEO INSTRUCTIONS: Include your name, age and where you are from. Tell us a little about yourself, and most importantly, in your own words why YOU want to GET ON THE BUS! Please speak up so we can hear you clearly, and keep the area behind you clear of distractions or other people.

VIDEO FRAMING: Please frame the shot "head and shoulders." Try to place a light in front of where you are sitting so that we can see your face and it is not too dark.

- You <u>must</u> sign the Application Release Agreement (attached) and include with all other materials.
- Mail the completed application form, the signed Application Release Agreement, the two photos and the DVD (DVD is optional) to the address below. All must be received no later than November 20, 2009.

MAIL TO:
Get On The Bus
5160 Vineland Ave., Suite 107
PO BOX #419
North Hollywood, CA 91601

 If you have any questions, please see our FAQ (Frequently Asked Questions) page online:

http://abc.go.com/shows/extreme-makeover-home-edition/get-on-the-bus-faq



# **VIEWER "GET ON THE BUS" APPLICATION FORM**

# Please complete all fields in full.

FIRST NAME:	LAST NAME:		AGE:
OCCUPATION:			
MAILING ADDRESS:			
No. Street	City	State	Zip Code
BEST NUMBER TO REACH YOU: CELL: () HOME: ()_ WORK: ()	<u> </u>		
NAME & AGE OF ADDITIONAL MEME	BERS OF FAMILY ALSO GETT	ING ON THE I	BUS:
FIRST NAME: OCCUPATION:			AGE:
FIRST NAME: OCCUPATION:	LAST NAME: 		AGE:
FIRST NAME: OCCUPATION:			AGE:
*YOU MUST BE AT LEAST 18 YEARS OF AGE TO APPLY. Legal guardian(s)/parent(s) must apply on behalf of any minors under the age of 18.			
(Continued)			



# **VIEWER "GET ON THE BUS" APPLICATION FORM**

Please answer the following questions:

#1-WHY SHOULD WE PICK YOU TO GET ON THE BUS? (50 WORDS OR LESS)			
#2-DESCRIBE YOUR PERSONALITY, AND ANY SPECIAL SKILLS OR TALENTS YOU MAY HAVE. (50 WORDS OR LESS)			
(Continued)			

### Required Dates of Availability & Travel:

Please circle all dates below for which you are available in their entirety\*

- A. November 10<sup>th</sup> -- 19<sup>th</sup>, 2009
- B. December 2<sup>nd</sup> 11<sup>th</sup>, 2009
- C. December  $6^{th} 16^{th}$ , 2009
- D. January 7<sup>th</sup> 17<sup>th</sup>, 2010
- E. January 11<sup>th</sup> January 21<sup>st</sup>, 2010
- F. January 27<sup>th</sup> February 6<sup>th</sup>, 2010
- G. January 31<sup>st</sup> February 10<sup>th</sup>, 2010

YOU MUST COMPLETE THIS APPLICATION AND SIGN THE APPLICANT RELEASE AGREEMENT (ATTACHED) IN ORDER TO BE CONSIDERED TO PARTICIPATE AS PART OF "VIEWER GET ON THE BUS".

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<sup>\*</sup>dates subject to change

#### **APPLICATION RELEASE AGREEMENT**

In connection with my application to be considered to participate in the television program currently entitled "Extreme Makeover: Home Edition" ("Program"), I, the undersigned below, represent and warrant that the answers provided by me in the application I have submitted for the Program are true, complete and correct, that I have completed such application honestly and accurately, and I understand, acknowledge and agree that if any of the information in the application is found to be false or incomplete, this will be grounds for dismissal of myself and any other persons applying to participate with me (including minor children) from the participant selection process and/or from the Program.

In addition, each of the undersigned (if applicant is applying on behalf of applicant's family, including the adult applicant and any minor children) agrees as follows:

I acknowledge that the Program producers may or may not select me for further consideration to be part of the Program in their sole and absolute discretion. I acknowledge that if I am selected for further consideration, I will be required to complete and sign additional application materials, release forms and other documents. I acknowledge that if I am selected as a potential participant, I may also be required to submit to a background check in order for the producers to consider me as a Program participant. The producers may use the information in this form for any purpose in their sole discretion, including making such information public as part of the Program or otherwise.

By signing below, in connection with my application to participate in the Program, I hereby acknowledge, represent and warrant that: (i) Lock and Key Productions ("Producer") has no obligation to interview me, and/or select me as a participant, and may choose participants in its sole and absolute discretion; (ii) I am not an employee, officer, or director of Producer, Endemol USA, Inc., American Broadcasting Companies, Inc. ("Network"), or any of their respective parents, affiliates, subsidiaries, consultants, contractors, advertising, public relations, promotion, fulfillment, and marketing agencies, nor is any member of my immediate family (parent, child, sibling, or spouse) or a person living in the same household as me (whether related or not) an employee, officer or director of any of the foregoing listed entities; (iii) I agree to keep strictly confidential all information about the Program that I acquire during the participant selection process and/or my participation in the Program; (iv) my name, voice, actions, and likeness will be recorded on audiotape, videotape or otherwise as a part of this application and participant selection process, and I understand that regardless of whether I am actually selected to participate in the Program, Network, Producer and their successors, assigns and licensees may, but are in no way obligated to, actually use such recordings and the contents of this application within or in connection with the Program, including, without limitation, in advertisements, promotions, publicity, marketing, merchandising, or in any other manner, in any and all media now known or hereafter devised, worldwide in perpetuity, and I hereby authorize them to do so; (v) even if I am selected as a participant, Network and Producer have no obligation to broadcast or exploit the Program; (vi) all decisions by Network and Producer concerning selection of participants and all other matters relating to the Program are final and not subject to challenge or appeal; and (vii) Network and Producer have no obligation to return any materials submitted by me (including without limitation this application, any documents, text, photographs and videotapes submitted by me) as part of the participant selection process whether or not I am selected as a participant, and Network and Producer may, but are in no way obligated to, use any such materials in and in connection with the Program, including, without limitation, in advertisements, promotions, publicity, marketing, merchandising, or in any other manner.

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Additionally, I acknowledge, represent and warrant that: (i) I am not a political candidate, either currently, or for up to one (1) year after the first broadcast of the episode of the Program in which I appear; (ii) I am a legal resident of the United States, legally able to work therein and currently residing in the United States; (iii) I am at least 18 years old as of the date of my application, and that I am the legal parent/guardian of any minor children included on my application; and (iv) I have not have been convicted of a felony, nor ever had a restraining order entered against me. I acknowledge, represent and warrant that the foregoing representations and warranties hereinabove also apply to each member of my family applying to participate in the Program.

By submitting this application, I hereby consent to the recording, use and reuse by Network, Producer, Endemol USA Inc. and any of their respective licensees, assignees, parents, subsidiaries, or affiliated entities and each of their respective employees, contractors, agents, officers and directors (collectively "Releasees") of my voice, actions, likeness, name, appearance, biographical material, and any information contained in or derived from my application(s) to be a participant in the Program, including, without limitation, any photographs, text, videotapes or any other materials submitted by me, editorial comments made by me or about me, and any audio, video or other recordings or still pictures of me taken during the participant selection process or contained in any materials or documents submitted by me in connection with my application (collectively "Likeness") as such may be edited, altered, or modified by Network, Producer or any of the Releasees in their sole discretion, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program, including, without limitation, in advertisements, promotions, publicity, marketing, merchandising, or in any other manner. I agree that the 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 (including, without limitation, all copyrights) in and to any recordings made by any of the Releasees as well as any photographs. text, videotapes or any other materials that I have provided in connection with my application or may provide in connection with the Program (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 manner and 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 represent and warrant that the Materials (specifically including, without limitation, any videotaped material) will be free from any pornographic or graphically violent material, will contain no nudity and will not contain any content that is contrary to law or infringes upon the rights of any third party. I release, hold harmless, and indemnify Releasees from any and all liability arising out of their recording or 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 defames me or invades any right of privacy and/or publicity).

By signing this application, to the maximum extent permitted by law, I hereby release, hold harmless and indemnify Producer, Network, Endemol USA Inc., and all other Releasees, and any television station or channel, cable network, or satellite network that exhibits the Program, the other 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 or engaged in connection with the Program, and each of their respective officers, directors, agents, representatives, employees, contractors, successors, assignees, and licensees (herein the "Released Parties") 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 application for or participation on or in connection with the Program, including, without limitation, my participation in the participant selection process of the Program, any exploitation of the Program or my appearance on the Program, the failure of Network and/or Producer to select me as a participant, the cancellation of the Program, any use of my Likeness or the Material in connection with the Program, or the exercise by Network and/or Producer of any rights granted by me hereunder, on any legal theory whatsoever (including, but not limited to, personal injury, property damage, rights of privacy and publicity, false light, or defamation) (collectively 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.

I understand that the above release is a material inducement for you to proceed with the Program, and that Network and Producer and the other Released Parties may rely on this release in proceeding with the Program. I further understand and agree that all rights under Section 1542 of the California Civil Code and any similar law of any State or territory of the United States are hereby expressly waived by me. 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 understand that neither I nor anyone else will be paid for my granting the above rights, for my signing this agreement, or for my participation in the casting process for the Program. If I am selected to participate in the Program I will be asked to enter into a more formal agreement, pursuant to which I shall be employed at rates as established by Producer. I agree and acknowledge that no one (including Producer or the Network) has asked me for any money or other consideration to be considered for participation in the Program.

I understand, acknowledge and agree that I may be required to undergo medical and psychological testing and/or a background check as part of the application process for the Program and I authorize Network and Producer 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, and hereby waive all rights of privacy or confidentiality that I might otherwise have in such information. I acknowledge and agree that any such information obtained by Network and/or Producer 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, including, without limitation, in advertisements, promotions, publicity, marketing, and merchandising, and in any other manner.

I understand, acknowledge and agree than even if I am selected to participate in the Program, Producer is not obligated to have me (and, if applicable, my family) appear on the Program, and Producer shall have the right at any and all times and in its sole discretion to remove or replace me (and, if applicable, my family) as a participant in connection with the Program. Neither Producer nor Network is obligated to broadcast or otherwise use or exploit the Program.

I have read and fully understand this release form, and I agree to abide by and be bound by them and by any eligibility requirements determined by Producer in its sole discretion. I

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acknowledge that in order to participate in the Program, I (including each member of my family applying to participate in the Program) will be required to complete and sign such additional documents as Producer may require, including without limitation, a more formal agreement regarding my participation in the Program, waivers, releases, consents and any such other documents as determined necessary by Producer in order to effectuate the purpose of my application and this release, prior to participating in the Program.

I HEREBY CERTIFY THAT ALL OF THE INFORMATION PROVIDED ABOVE AND IN THE APPLICATION IS TRUE AND COMPLETE. I UNDERSTAND THAT ANY FALSE STATEMENT OR MATERIAL OMISSION BY ME MAY LEAD TO MY DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM AND/OR THE PARTICIPANT SELECTION PROCESS FOR THE PROGRAM.

**ADULT** 

APPLICANT'S Signature	Date
PRINT NAME	
Home Address	
	Zip
Telephone Number	
ADULT APPLICANT'S Signature	Date
PRINT NAME	
	Zip
Telephone Number	
	Date
PRINT NAME	
Home Address	
	Zip

Signature of MINOR CHILD	Date
PRINT NAME	
Home Address	
City/State	Zip
Telephone Number	
	Date
PRINT NAME	
Home Address	
City/State	Zip
Telephone Number	
Consent	of Parent or Guardian
	Application Release Agreement are under the age of 18 (i.e., minor children)]
covenants an conditions contained therein hereby give my express consent to the e will not revoke my consent thereto at any my minor child(ren) shall not disaffirm to obligations or grant of rights thereunder; harmless Releasees from and against a requested by Producer, I will cooperate in	ing release and am familiar with each and all of the terms, I am satisfied that said release is fair and equitable, and xecution thereof by my minor child(ren) listed above, and time hereafter. I fully and unconditionally guarantee that he foregoing agreement or any of my minor child(ren)'s and I hereby fully and unconditionally indemnify and hold any breach or failure of the foregoing guarantees. I obtaining court approval of this agreement and any and all ntent of the agreement between the parties.
Parent or Guardian	Parent or Guardian