



12. WHAT IS YOUR CURRENT OCCUPATION?

(a) POSITION:

(b) RESPONSIBILITIES:

(c) COMPANY AND INDUSTRY:

13. HOW DID YOU HEAR ABOUT CASTING FOR ESTATE OF PANIC?

## PART II: ABOUT ME

14. WHO IS YOUR CURRENT EMPLOYER AND OCCUPATION?

15. DO YOU WORK OUT? IF SO, WHAT TYPES OF ACTIVITIES AND HOW OFTEN?  
(BE AS SPECIFIC AS POSSIBLE)

16. WHAT SPORTS ORGANIZATIONS HAVE YOU BEEN A MEMBER OF? (I.E. HIGH SCHOOL, COLLEGE, MINORS, PROFESSIONAL, ETC...PLEASE LIST ALL THAT APPLY AND THE LEVELS PLAYED)

17. PLEASE CIRCLE THOSE THAT APPLY: MARRIED, DIVORCED,  
BOYFRIEND/GIRLFRIEND, SINGLE

HOW LONG HAVE YOU BEEN IN YOUR CURRENT RELATIONSHIP?

18. WHAT WOULD YOUR FRIENDS SAY ARE YOU BEST QUALITIES?

19. WHAT WOULD YOUR FRIENDS SAY ARE YOUR WORST QUALITIES?

20. HOW ARE YOU COMPETITIVE IN YOUR EVERY DAY LIFE?

21. HAVE YOU HAD ANY EXPERIENCES THAT HAVE TRAUMATIZED YOU? IF YES, PLEASE EXPLAIN:

22. DESCRIBE YOURSELF IN ONE SENTENCE.

23. IN WHICH SPORTS OR OUTDOOR ACTIVITIES DO YOU PARTICIPATE IN ON A REGULAR BASIS?

24. TO WHICH COUNTRIES OUTSIDE OF THE UNITED STATES HAVE YOU TRAVELED?

25. TELL US 3 SURPRISING THINGS ABOUT YOURSELF OR YOUR PAST THAT MOST PEOPLE DON'T KNOW.

26. WHAT ARE YOUR 3 FAVORITE HOBBIES?

27. TELL US YOUR UNIQUE LIFE STORY IN 50 WORDS OR LESS.

28. WHAT IS YOUR UNIQUE AND PERSONAL MOTIVATION FOR WANTING TO COMPETE ON THE SHOW?

29. WHAT IS THE MOST DARING AND DANGEROUS THING YOU HAVE EVER DONE? DESCRIBE THE CIRCUMSTANCES:

30. DESCRIBE YOUR MOST EMBARRASSING MOMENT:

31. DO YOU WEAR YOUR EMOTIONS ON YOUR SLEEVE OR DO YOU HIDE YOUR FEELINGS?

32. WHAT OTHER REALITY TV SHOWS HAVE YOU APPLIED FOR? LIST THE SHOWS AND MONTH/YEAR:

33.. ARE YOU CURRENTLY BEING CONSIDERED FOR ANY OTHER REALITY SHOWS? IF YES, PLEASE EXPLAIN:

34. CAN YOU SWIM? YES\_\_\_\_\_ NO\_\_\_\_\_ NOT THAT WELL\_\_\_\_\_

### PART III: FEARS

35. RATE YOUR FEARS ON A SCALE OF 1-3 WITH 3 BEING THE MOST FEARFUL:

SNAKES: \_\_\_\_\_

HEIGHTS: \_\_\_\_\_

BEES: \_\_\_\_\_

WATER: \_\_\_\_\_

INSECTS: \_\_\_\_\_

SPIDERS: \_\_\_\_\_

SHARKS: \_\_\_\_\_  
CLAUSTROPHOBIA: \_\_\_\_\_  
DARKNESS: \_\_\_\_\_  
AGORAPHOBIA: \_\_\_\_\_  
NEEDLES: \_\_\_\_\_  
FIRE: \_\_\_\_\_  
THUNDERSTORMS: \_\_\_\_\_  
GUNS: \_\_\_\_\_  
CLOWNS: \_\_\_\_\_  
DOGS: \_\_\_\_\_  
CATS: \_\_\_\_\_  
BLOOD: \_\_\_\_\_  
EARTHQUAKES: \_\_\_\_\_  
BATS: \_\_\_\_\_

36. OTHER THAN LOSING SOMEONE CLOSE TO YOU, NAME YOUR 3 GREATEST FEARS:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

37. IF YOU HAD THE CHANCE TO WIN \$50,000 BUT YOU HAD TO FACE YOUR BIGGEST FEAR, WOULD YOU DO IT?

38. DO YOU THINK IT IS POSSIBLE TO OVER COME ANY FEAR?

#### PART IV: BACKGROUND INFO

39. ARE YOU A LEGAL RESIDENT OF THE UNITED STATES?

YES NO (CIRCLE ONE)

40. HAVE YOU APPLIED TO BE ON ANY TV SHOWS IN THE PAST YEAR?

YES NO (CIRCLE ONE)

IF YES, WHICH ONE(S)?

41. ARE YOU CURRENTLY BEING CONSIDERED FOR ANY OTHER REALITY SHOWS, INCLUDING, WITHOUT LIMITATION, ANY GAME OR CONTEST SHOWS?

YES NO (CIRCLE ONE)

IF YES, WHICH ONE(S)?

42. WILL YOU BE APPEARING ON ANY FUTURE TV SHOWS?

YES NO (CIRCLE ONE)

IF YES, WHICH ONE(S)?

43. DO YOU KNOW ANYONE ELSE WHO IS APPLYING TO BE ON THIS SHOW (THE "PROGRAM")?

YES NO (CIRCLE ONE)

IF YES, PLEASE LIST THEIR NAME(S):

44. HAVE YOU EVER ACTED, PERFORMED, OR APPEARED ON TELEVISION (INCLUDING CABLE), FILM, OR STAGE?

YES NO (CIRCLE ONE)

IF YES, PLEASE LIST THE DATES AND SHOWS:

45. WERE YOU EVER/ARE YOU IN THE MILITARY? YES NO (CIRCLE ONE)

a. IF SO, PLEASE PROVIDE THE FOLLOWING INFORMATION:

- BRANCH:
- RANK:
- DISCHARGE DATE:
- DISCHARGE REASON:

b. WERE YOU EVER THE SUBJECT OF ANY DISCIPLINARY PROCEEDINGS OR ACTIONS IN THE MILITARY?

YES NO (CIRCLE ONE)

IF YES, PLEASE DESCRIBE IN DETAIL, INCLUDING, WITHOUT LIMITATION, DATE(S), PLACE(S), NATURE OF CHARGE(S), OUTCOME OF PROCEEDINGS AND ANY ACTIONS TAKEN:

46. HAVE YOU EVER BEEN CONVICTED OF A CRIME?

YES NO (CIRCLE ONE)

IF YES, PLEASE GIVE DATES AND DETAILS:

47. HAVE YOU EVER BEEN A PARTY TO A CIVIL LAWSUIT?

YES NO (CIRCLE ONE)

IF SO, PLEASE LIST EACH LAWSUIT BELOW AND EXPLAIN:

48. HAVE YOU EVER HAD A TEMPORARY RESTRAINING ORDER ISSUED AGAINST YOU OR HAS ANYONE EVER ATTEMPTED TO OBTAIN A TEMPORARY RESTRAINING ORDER AGAINST YOU?

YES NO (CIRCLE ONE)

IF SO, PLEASE PROVIDE DETAILS BELOW:

49. HAVE YOU EVER BEEN CONVICTED OF RECKLESS OR DRUNK DRIVING?

YES NO (CIRCLE ONE)

IF YES, PLEASE DESCRIBE IN DETAIL, TELL US WHEN AND WHERE THE EVENT OCCURRED, AND WHAT THE OUTCOME WAS:

50. IF YOU ARE CHOSEN TO BE ON THE PROGRAM, IS THERE ANY PERSON OR PART OF YOUR LIFE THAT YOU WOULD PREFER NOT TO SHARE ON-CAMERA (I.E. SOCIAL ORGANIZATIONS, ACTIVITIES, FRIENDS, FAMILY)?

YES NO (CIRCLE ONE)

IF YES, PLEASE DESCRIBE, INCLUDING YOUR REASONS:

51. HAVE YOU APPEARED IN ANY MAGAZINES, PUBLICLY DISSEMINATED PHOTOGRAPHS, ADVERTISEMENTS, OR ON THE INTERNET?

YES NO (CIRCLE ONE)

IF YES, PLEASE DESCRIBE:

52. HAVE YOU EVER MADE AVAILABLE NUDE PHOTOS OR VIDEOS OF YOURSELF ON THE INTERNET OR ELSEWHERE?

YES NO (CIRCLE ONE)

IF YES, PLEASE PROVIDE THE NAME, URL AND/OR OTHER RELATED INFORMATION:

53. HAVE YOU EVER CREATED A WEBSITE OR POSTED ANY MATERIALS ON ANY WEBSITE?

YES NO (CIRCLE ONE)

IF YES, PLEASE PROVIDE THE NAME, URL, AND DESCRIBE THE WEBSITE YOU CREATED AND/OR THE MATERIALS YOU POSTED:

54. IS THERE ANY MEDICAL OR EMOTIONAL ISSUE THAT MAY PREVENT YOU FROM FULLY PARTICIPATING IN THE PROGRAM?

YES NO (CIRCLE ONE)

IF YES, PLEASE EXPLAIN:

55. HAVE YOU EVER BEEN TREATED FOR ANY SERIOUS PHYSICAL OR MENTAL ILLNESSES WITHIN THE LAST 5 YEARS?

YES NO (CIRCLE ONE)

IF SO, PLEASE DESCRIBE IN DETAIL, INDICATING DATES, DIAGNOSES, AND ANY ON-GOING TREATMENTS, PRESCRIPTION MEDICINES, AND/OR DIFFICULTIES:

56. ARE YOU CURRENTLY TAKING ANY MEDICATIONS?

YES NO (CIRCLE ONE)

IF SO, WHICH ONES AND FOR WHAT?

57. ARE YOU ALLERGIC TO ANYTHING?

YES NO (CIRCLE ONE)

IF SO, PLEASE LIST:

58. DO YOU SUFFER FROM MOTION SICKNESS?

59. HAVE YOU EVER BEEN, OR ARE YOU CURRENTLY, BEING TREATED FOR DEPRESSION?

YES NO (CIRCLE ONE)

IF SO, IN YOUR OPINION, WHAT TRIGGERED YOUR DEPRESSION?

60. HAVE YOU EVER BEEN TREATED FOR ALCOHOLISM OR ANY OTHER DRUG-RELATED ADDICTION?

YES NO (CIRCLE ONE)

IF SO, PLEASE GIVE DETAILS OF TREATMENT, INCLUDING DATES:

61. DO YOU CURRENTLY USE RECREATIONAL DRUGS?

YES NO (CIRCLE ONE)

IF SO, PLEASE LIST WHICH ONES, AND LAST DATE OF USE:

### Eligibility Requirements:

1. Each contestant (“Contestant”) for the television program currently entitled “Estate of Panic” (the “Program”) must be eighteen (18) years of age or older.
2. Each contestant must be a legal resident of the 50 United States or have lived in the United States legally for seven (7) years or more.
3. You must not be a candidate for public office and must agree not to become one until after one (1) year after the initial broadcast 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, Endemol USA Inc. and Lock and Key Productions, Inc. (**Endemol USA Inc. and Lock and Key Productions, Inc. and their licensees, successors, and assigns, and each of their respective officers, directors, shareholders, employees, agents, and representatives shall be referred to herein as “Producer”**) and NBC Universal, Inc. (“Network”) will consider whether you or any member of your immediate family (spouse, ex-spouse, parents, siblings, children) or anyone living in your household (whether related or not) is or has been within the last two (2) years an employee, officer, director or agent of any of the following:
  - (a) Network or any television production company, network, station or distributor owned and operated by Network;
  - (b) Endemol USA Inc., Lock and Key Productions, Inc., Coconunu Productions, or any other person or entity involved in the development, production, distribution or other exploitation of the Program or any variation thereof;
  - (c) Any sponsor of the Program or its advertising agency;
  - (d) Any person or entity supplying prizes or other services to the Program; or
  - (e) Any station initially airing the Program, or any of its respective parent, subsidiary, or affiliated companies, licensees and assigns.

In addition, Producer and Network reserve the right to render ineligible any person whom Producer or Network determines, in their sole discretion, is sufficiently connected with the production, administration, casting, judging, or distribution of the Program, such that his or her participation in the Program could create the appearance of impropriety. Such decisions shall be final and are not subject to challenge or appeal.

5. If selected as a Contestant, you must be available for taping in Argentina for approximately seven (7) to eight (8) days during the period of September 8, 2008 – October 14, 2008 (such dates subject to change in connection with the needs of

production) as well as for any promotional appearances required by Producer or Network. Dates are subject to change at Producer's discretion.

6. You must provide a copy of a current United States passport.
7. Any offer to become a Contestant is conditioned upon your submission to, if requested by Producer, physical examinations by medical professionals selected by and paid for by Producer, and the certification by such medical professionals that you meet all of the physical requirements for participation in the Program. In addition, you must be willing to provide any requested medical information to Producer and/or Network, and you must be willing to submit to any psychological examination(s) and any background check(s), if and as requested by Producer.
8. You must never have been convicted of a felony.
9. You must be in good physical condition.

10. Contestant Selection:

(a) Applicants applying to be Contestants must complete and sign the "Estate of Panic" Application ("Application") and attend one (1) or more audition/interview sessions. Producer, in its sole discretion, will determine who among the people interviewed will be placed into the pool of eligible potential Contestants ("Audition Player Pool"). Producer, in its sole discretion, shall select people from the Audition Player Pool to become finalists to participate as Contestants on episodes of the Program (each, a "Finalist").

(b) Selection of Finalists and Contestants shall be made by Producer based on such criteria as Producer shall determine in its sole discretion, which may be subjective. Producer is not obligated to select anyone as a Finalist and/or Contestant, even if someone meets all eligibility requirements and all criteria for selection. Producer's decisions regarding the selection of Finalists and Contestants are final and not subject to challenge or appeal. Producer is not obligated to have any Contestant appear on the Program and Producer shall have the right at all times and in its sole discretion to remove or replace any Contestant for any reason or no reason.

(c) All Finalists must sign and return waivers, releases, and authorizations required by Producer and Network and/or any of their licensees, successors and assigns.

(d) Any Finalist who refuses to sign any of the requested waivers, releases or authorizations shall be ineligible to participate as a Contestant on the Program and/or shall be subject to disqualification from the Program in Producer's sole discretion.

8. You hereby give the following acknowledgements, consents and releases:

(a) By signing below and submitting the Application, you hereby acknowledge that: (i) you have read and you meet and agree to be bound by the eligibility requirements set forth

herein; (ii) you have completed the Application honestly and accurately; (iii) if any of the information in the Application is found to be false or incomplete, it will be grounds for dismissal from the Contestant selection process and/or from the contest and/or from the Program if selected as a Finalist and/or Contestant; (iv) even if you meet the eligibility requirements herein, Producer has no obligation to interview you and/or select you as a Contestant; (v) you agree to keep strictly confidential all information about the Program that you acquire during the Contestant selection process and/or during your participation in the Program (if applicable); (vi) your voice, actions, and likeness will be recorded as a part of the Contestant selection process, and you 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 a Contestant participates in the Program or any part thereof, Producer and Network are not obligated to produce the Program, conduct the contest, or broadcast or otherwise use or exploit the Program, Contestant's participation therein or any part thereof (even if the Program is produced and the contest is conducted); and (viii) Producer has no obligation to return any Materials (as defined hereinbelow) submitted by you as part of the Contestant selection process whether or not you are 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 (as further discussed hereinbelow).

(b) By signing below and submitting the Application, you hereby consent to the recording, use and reuse by Producer and Network, and each of their respective licensees, successors, assignees, parents, related companies, subsidiaries (whether or not wholly-owned), affiliates, divisions, and the past, present and future officers, directors, agents, representatives, employees, successors and assigns of each of the foregoing, jointly and individually (hereinafter collectively referred to as "Releasees"), of your 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 the Application (collectively, "Likeness"), as well as any recordings or photographs of you taken during the Contestant selection process and any materials, including, without limitation, any photographs or videos, ("Materials") submitted by you (or that you may submit) in connection with the Application, the Contestant selection process, and the Program, as edited, altered, or modified by Producer or by any of the other Releasees, in any and all media, whether now known or hereafter devised, throughout the universe, in perpetuity, including, without limitation, in and in connection with the development, production, distribution and/or exploitation of the Program and/or any other production, and the advertising, promotion, publicity, marketing, and merchandising thereof, without any compensation whatsoever. You agree that Releasees may use all or any part of your Likeness and/or the Materials, including in any and all promotions, marketing, advertising or publicity, and may alter or modify such regardless of whether or not you are recognizable. Further, by signing below and submitting the Application, you warrant and represent that everyone appearing in any video submitted by you in connection with the Application (each, a "Video Submission") and anyone who may have shot such Video Submission(s) agrees that such Video Submission(s) may be used, as edited, altered, or modified by Producer or by any of the other Releasees, in any and all media, whether now known or hereafter devised, throughout the universe, in perpetuity, including, without limitation, in and in connection with the development, production, distribution and/or exploitation of the Program and/or any other production, and the advertising, promotion, publicity, marketing, and merchandising thereof, without any compensation whatsoever. You further warrant and represent that you have all rights, licenses,

permissions and consents necessary to submit the video and to grant all of the rights that you have granted to Producer herein, and that you have obtained written permission when filming any part of the Video Submission(s) on private property not owned or controlled by you, where such permission is required. You further agree that Releasees exclusively own all right, title, and interest (including, without limitation, all copyrights and extensions and renewals thereof) in and to any such recordings and any other Materials. Without in any way limiting the foregoing, if you perform or include any music (other than music supplied to you by Producer) in connection with your application or the Program, you represent and warrant that you own all rights to such music, and you grant Producer the right to record, reproduce and publicly perform any such music in and in connection with the Program or any other work. Without in any way limiting the waivers and releases set forth herein, you waive any claims to royalties of any kind, whether accruing now or in the future, from Producer and Network for the use of any such music, including, without limitation, any applicable copyright, public performance, mechanical and synchronization royalties. You grant the rights hereunder whether or not you are selected to participate as a Contestant in the Program. You hereby release Releasees from any and all liability arising out of their recording or use of your Likeness and/or the Materials and any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' fees) in any way arising out of or resulting from the recording or use of your Likeness and/or the Materials. You agree not to make any claim against any of the Releasees as a result of the recording and/or use of your Likeness and/or the Materials (including, without limitation, any claim that such use defames you or invades any right of privacy and/or publicity). You understand that you will not be paid any money for giving Releasees these rights or for signing the Application.

(c) You 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 Network's rights in the Materials and your Likeness, including, without limitation, the rights to use, modify, reproduce, publish, perform, display, distribute, make derivate works of and otherwise commercially and non-commercially exploit the Materials and your Likeness in perpetuity and throughout the universe, in any manner or medium, whether now existing or hereafter developed, without separate compensation to you or any other person or entity.

(d) You understand that the Contestant selection process will involve subjective decisions made by certain individuals selected by Producer and/or Network in their sole discretion. You understand and agree that all Contestant selection and elimination decisions shall be final and binding on you in all respects, and shall not be subject to challenge or appeal.

(e) By signing below and submitting the Application, you hereby release the Releasees and any television station or channel, cable network, or satellite network that airs the Program or the Materials, the other contestants and participants in the Program, the advertisers connected with any program in which the Materials appear (including, without limitation, the Program), each of their respective parent, subsidiary and affiliated companies, all other persons and entities connected with the Program, and the respective officers, directors, agents, representatives, employees, successors, assignees, and licensees of each of the foregoing 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, your participation in or

in connection with the Program or the Materials, including, without limitation, your participation in the Contestant selection process of the Program, any exploitation of the Program or your appearance on the Program or the Materials, the failure by Producer to select you as a Contestant, the cancellation of the Program, or the exercise by Producer of any rights granted by you with respect to the Program or the Materials, 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 (including, without limitation, attorneys' fees) of any kind resulting from the actions of another participant or any other third party at any time.

(f) You hereby authorize Producer to investigate, access and collect information about you, about any of the statements made by you in the Application, any supporting documents and any other document that you submit, have signed or do sign in connection with your application to be selected as a Contestant in the Program, or any other written or oral statements you make in connection therewith. Without limiting the foregoing, you irrevocably authorize Producer to secure information about your experiences from your current and former employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, any branch of the military and any references you have provided, and you irrevocably authorize such parties to provide information concerning you. You hereby unconditionally and irrevocably release and forever discharge all such parties and persons, as well as the Releasees, from any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' fees) arising out of or in connection with any such investigation. You specifically authorize the investigation of your employment records, medical records, and government records, including, but not limited to, your motor vehicle records, criminal records, civil records, military records, credit and/or consumer report(s). You acknowledge and agree that any such information obtained by Producer pursuant to this paragraph or otherwise may be used for purposes of selecting Contestants for the Program, and may be described or otherwise relayed in and in connection with the Program, any another program, and/or any advertising, promotion or publicity therefor.

**(g) You hereby authorize Producer and any person or entity designated by Producer to conduct physical examinations of you as required by Producer. You further authorize the individuals conducting such examinations of you to disclose to Producer, Network, and their respective representatives all information about you obtained in connection with such examinations, and authorize Producer to utilize such information in selecting Contestants for the Program.**

(h) Whether or not you are selected to be a Contestant on the Program, you 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 Network, the business of Producer or Network, any program produced by Producer and/or exhibited by Network, including, without limitation, any information concerning or relating to the Program, the Program's applicants, the Contestants, the location(s) of the Program, the events contained in the Program, and/or the

outcome of any contest in or episode of the Program, that you read, hear or otherwise acquire or learn in connection with or as a result of your applying to be a Contestant on the Program or (if you are selected to be a Contestant) as the result of your experiences as a Contestant on the Program (collectively, the "Information and Materials"). You acknowledge and agree that the Information and Materials are confidential and the exclusive property of Producer and/or Network. At no time will you ever, directly or indirectly, divulge in any manner or use or permit others to use any of the Information and Materials.

9. You acknowledge and agree that your obligations with respect to confidentiality set forth herein shall continue in perpetuity or until terminated by Producer by giving you written notice thereof. In no event will you have the right to terminate your confidentiality obligations hereunder. You acknowledge that in the event you breach the confidentiality provisions herein, your breach may, in the sole discretion of Producer and/or Network, result in your being disqualified to participate as a Contestant in the Program. You further acknowledge that a breach by you of any of the confidentiality provisions herein would cause Producer and Network irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, you hereby expressly agree that Producer and Network shall be entitled to injunctive and other equitable relief to prevent and/or remedy any breach or threatened breach of any of the confidentiality provisions herein by you. You also recognize that proof of damages suffered by Producer and Network in the event that you breach any of the confidentiality provisions herein will be costly, difficult, and/or inconvenient to ascertain. Accordingly, you agree to pay Producer and Network the sum of One Million Dollars (\$1,000,000.00) per breach plus disgorgement of any income that you may receive in connection with your breach as liquidated damages in the event you breach any of the confidentiality provisions herein prior to the initial exhibition of the final episode of the Program in which you appear. You agree that One Million Dollars (\$1,000,000.00) plus disgorgement of any income that you may receive in connection with such breach is a reasonable estimate of the amount of damages Producer and Network are likely to suffer in the event you breach any of the confidentiality provisions herein prior to the initial exhibition of the final episode of the Program in which you appear, considering all of the circumstances existing as of the date of the Application. In addition, you agree to pay Producer and Network the sum of One Hundred Thousand Dollars (\$100,000.00) per breach plus disgorgement of any income that results from your breach as liquidated damages in the event you breach any of the confidentiality provisions herein after the initial exhibition of the final episode of the Program in which you appear. You agree that One Hundred Thousand Dollars (\$100,000.00) plus disgorgement of any income is a reasonable estimate of the amount of damages Producer and Network are likely to suffer in the event you breach any of the confidentiality provisions herein after the initial exhibition of the final episode of the Program in which you appear, considering all of the circumstances existing as of the date of the Application.

You agree that Producer may license, assign, and otherwise transfer the Application and all rights granted by you hereunder to any person or entity.

By signing below, you hereby acknowledge that you have read, understand, and agree to be bound by all of the terms and conditions of the foregoing.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name (Please print or type) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date of Birth\*: \_\_\_\_\_

Thank you for your time and effort in completing the form.  
Don't forget to attach a photocopy of your Driver's License. Good Luck!

\* For verification purposes only pursuant to 18 U.S.C. §§ 2256 et seq.

## **CERTIFICATION OF VERACITY**

1. I have voluntarily applied to participate as a contestant in a television series currently entitled "Estate of Panic" (the "Series") being produced for possible broadcast by NBC Universal, Inc. ("Network"). In order to be considered as a contestant in the Series, I have made and will make statements and representations to Producer and to Network regarding myself and my background. I understand that this information is being relied upon by Producer and by Network in selecting contestants for the Series.
  
2. I hereby certify, represent and warrant that all statements, disclosures and representations made by me in my application to participate in the Series, in any other document or agreement that I have signed or will sign in connection with the Series or my participation therein, and that I otherwise provide to Producer, Network, or 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 Producer and Network if any of the information I provide becomes inaccurate or incomplete at any time prior to the broadcast of the final episode of the Series.
  
3. If any statement, disclosure or representation made by me is false, misleading or incomplete, Producer and/or Network may remove me from consideration as a contestant in the Series, may remove me from the Series, and/or may withhold from me or cause me to return any prizes, monies, or other items already delivered to me.
  
4. I also recognize that proof of damages suffered by Producer and Network in the event that I breach any provision of this certification will be costly, difficult and/or inconvenient to ascertain. Accordingly, I agree to pay Producer and Network 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, Network, and their respective parent, subsidiary and affiliated companies, and the officers, directors, agents, representative and employees of each of the foregoing from and against any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorney's 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: \_\_\_\_\_