



## **INSTRUCTIONS ON HOW TO APPLY TO *TOP CHEF*, SEASON 14**

**MAIL the following materials to:**

**Top Chef Season 14 Casting**

**6255 Sunset Blvd, 16<sup>th</sup> Floor, Los Angeles, CA 90028**

1. Application
2. Video
3. 3-5 recent photos of you
4. 10-15 images of your finely plated food
5. Recent resume
6. Driver's License

**Please label each document/video/photo with your FULL name. ALL SUBMISSIONS MUST BE RECEIVED ON OR BEFORE FEBRUARY 19, 2016.**

### **APPLICATION INSTRUCTIONS**

1. Please fill out the application legibly, using dark colored ink.
2. Please write only on the printed side of the paper. If you run out of space answering any question, please attach additional pages and reference the question(s) you are answering.
3. You must fill out the entire application and sign the last page. Do not leave any question unanswered. If any question is not applicable, write N/A in the space provided, or if no space is provided, next to the question. Please answer each question honestly.

**VIDEO INSTRUCTIONS ARE ON PAGE 2**

## VIDEO INSTRUCTIONS

**LENGTH:** 5-10 minutes.

**FORMAT:** Please submit your video in one of these formats: .MOV, .MP4, QuickTime or “PLAY” DVD. We CANNOT accept .FLV, .AVI, .WMV, or Mini CD/Mini DVD.

**IMPORTANT:** HAVE SOMEONE (OTHER THAN YOURSELF) FILM YOU. NEVER be behind the camera, we want to see you in every shot.

Please send raw video only – do NOT edit, add music, transitions, titles or voiceovers to your video.

**CONTENT:** We want to get to know you as a person and as a chef. What distinguishes you from other chefs? There is no right or wrong thing to say or do on a tape. PLEASE TELL US AND SHOW US. Have fun and be YOU!

### **SHOW US:**

#### **INSIDE THE KITCHEN: COOKING & PLATING.**

We want to see you in a professional kitchen, in action. Please prepare an impressive savory dish – no desserts, soups or salads. Show us your knife skills, plating skills and technique.

No need to film your entire cooking process – just record the highlights. Remember, since we can’t taste your creation, impress us visually. The more unique and artistic, the better. Wow us and have fun!

#### **OUTSIDE THE KITCHEN:**

Don’t just tell us...SHOW us any outside interests that are important to you, your neighborhood/town you live in, family, friends, significant others, kids, kitchen staff, etc. We want to see you in action.

#### **TELL US:**

Start with your name, what city/town you are living in currently and occupation. List your awards and accolades. Who have you worked with? What restaurants have you in? Why do you think you should be the next TOP CHEF?

**SAVE:** Save your video and label it with your FULL NAME & CITY.  
Please do NOT use “Top Chef” or “TC” in the name of your video.

**UPLOAD:** Upload your video to:  
1. YOUTUBE and make it unlisted (not private)  
**OR**  
2. VIMEO

**MAIL:** Mail your YOUTUBE unlisted video link OR VIMEO link + password to: Top Chef Season 14 Casting, 6255 Sunset Blvd. Suite 1600, Los Angeles, CA 90028.

. Don’t forget to include the application, 3-5 photos of you 10-15 photos of your food, resume and driver’s license.

The video must be original, truthful, unpublished, created solely by the submitting applicant, must not have been submitted in any other competition, and must not infringe upon any rights of any third party, including, but not limited to, copyright, trademark, and rights of privacy and publicity. In addition, either your family must be the owner or legal lessee of the home or property depicted in the video, if any, or you

must receive express consent from the owner or legal lessee of the building, property, home or business which is depicted in your video, if any. You must have the right of the person that tapes you to grant all of the rights to the photographs, film, and recordings set forth herein. The video must not include any music or singing. Please do not submit a video that contains nudity or sexual situations.

The video will become the property of The Mission Productions (“Producer”) and will not be returned to you, whether or not you are selected as a contestant. The production company reserves the right to extend the application deadline in its sole discretion.

Thank you for your time and effort - GOOD LUCK!



To be considered for this show, you must fill out this application honestly, accurately, completely, and to the best of your ability. Failure to do so may result in your elimination from consideration or from the show, as well as the forfeiture of any prizes or other things you may have been awarded, whether or not you have already received them. Applications that are incomplete, illegible, arrive with postage due or corrupted are void and will not be accepted.

Note: Throughout this application, you will be asked for contact information for various people. By listing a person, you are granting us permission to contact that person as a reference, as a means of contacting you, or as a means of obtaining additional information about you.

**PART I: BASIC INFO (Please answer every question. Do not leave any question unanswered or any space blank. If a question is not applicable to you, write N/A in the space provided, or, if no space is provided, next to the question.)**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Hometown City: \_\_\_\_\_ Hometown State: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ ext.# \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Occupation/Current Position: \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Eye Color: \_\_\_\_\_ Hair Color: \_\_\_\_\_

D.O.B.\*: \_\_\_\_\_

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

Chef Coat Size (circle one)    S    M    L    XL    XXL

Shirt size: \_\_\_\_\_ Neck: \_\_\_\_\_ Sleeve: \_\_\_\_\_

How did you hear about casting for Top Chef (please be specific)?  
\_\_\_\_\_  
\_\_\_\_\_

**PART II: GETTING TO KNOW YOU PROFESSIONALLY (Please answer every question. Do not leave any questions unanswered or any space blank. If a question is not applicable to you, write N/A in the space provided, or, if no space is provided, next to the question.)**

Are you a chef? (Circle one)    YES    NO  
If YES, how many years have you been a chef? \_\_\_\_\_

Do you make a living as a chef? (Circle one)    YES    NO

Or is this a hobby? (Circle one)    YES    NO

If you do NOT currently make a living as a chef, how do you make your living?

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If you DO currently make a living as a chef, please list any and all cooking related positions you CURRENTLY hold.

Position	Restaurant/Company	Dates

\* Please attach your resume

Please list any and all cooking related positions you have PREVIOUSLY held.

Position	Restaurant/Company	Dates

Have you attended a culinary school or any another cooking program?

NO \_\_\_\_\_ If NO, what is your cooking background? \_\_\_\_\_

YES \_\_\_\_\_ If YES, please fill out the next two questions:

Name of culinary school(s) & program(s) that you attended:

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Did you graduate? (*Circle one*) YES NO

If YES, please list type of degree earned

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Do you currently or have you ever owned a restaurant? (*Circle one*): YES NO

If YES, please list below:

Restaurant/Company	Style of Cooking	Location	Dates

Please list any cooking competitions you participated in.

Competition	Year	Placed in... (e.g. 2nd)	How many people did you compete against?	State

List any places that your personal recipes are used or sold (internet included).

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What are your areas of expertise? Please explain.

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How would you describe your cooking philosophy or point of view?

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What do you consider your “signature dish”? Please describe.

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What are your favorite and least favorite things about being a chef?

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Who are your culinary mentors and why?

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If you could cook for any chef in the country who would it be and why? Choose one mentor and one dream chef who you don't know. (Feel free to use the back of the page if you run out of room.)

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What chefs do you look up to or admire (that you have NOT directly worked with) and why?

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What chefs do you think are overrated in your city?

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What chefs are your biggest rivals in your city?

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Do you have any personal relationships with other chefs (siblings/married/dating)?

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What do you consider cliché in the restaurant world right now?

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If you had to brag about the four most important accomplishments in your career, what would they be?

1. 

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2. 

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3. 

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4. 

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Please describe any pastry chef experience you've had in your career.

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Pretend for a moment that you are a contestant on the show. Create a dish inspired by the texture of 'velvet'. Describe the presentation and ingredients you would use.

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**What are your favorite events or holidays to cook for and why?**

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**PART III: GETTING TO KNOW YOU PERSONALLY (Please answer every question. Do not leave any questions unanswered or any space blank. If a question is not applicable to you, write N/A in the space provided, or, if no space is provided, next to the question.)**

How would you describe yourself in one word? \_\_\_\_\_

How would someone else describe you in one word? \_\_\_\_\_

What would someone close to you describe as your best and worst traits?

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Do you live alone? (*Circle one*)                      YES    NO

If not, whom do you live with? \_\_\_\_\_

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What is an odd fact about you or a talent you possess?

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**PART IV: THINGS WE MUST ASK (Please answer every question. Do not leave any questions unanswered or any space blank. If a question is not applicable to you, write N/A in the space provided, or, if no space is provided, next to the question.)**

Are you a citizen or a permanent legal resident of the United States? (*Circle one*) YES    NO

If you have a visa issued by the United States Customs and Immigration Service, please specify your visa category (B-1, B-2, J-1, L-1, O-1 etc.)

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Do you have a valid passport that will be in full force and effect beginning no later than March 1, 2016 and continuing through May 2017? (*Circle one*)    YES    NO

If YES, please provide passport number, nationality of issuance and expiration date:

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Have you met, worked with, socialized with, or do you know any well known or celebrity chefs? (*Circle one*)    YES    NO

If YES, please list names and detail the nature and extent of your relationship.

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Have you met, worked with, socialized with, or do you know any of the judges or guest judges that have appeared on prior seasons of Top Chef (the "Program")? (*Circle one*)    YES    NO

If YES, please list names and detail the nature and extent of your relationship.



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Have you met, worked with, socialized with, or do you know any of the former contestants that have participated on prior seasons of the Program? *(Circle one)* YES NO

If YES, please list names and detail the nature and extent of your relationship.

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Do you know anyone else who is applying to be on the Program? *(Circle one)* YES NO

If YES, please list their name(s) and phone number(s):

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Have you ever applied and/or appeared on any game/competition/talk/reality TV/web series/film/documentary/etc? Please include any that you are currently being considered for, shows that haven't yet aired, etc.

*(circle one)* YES NO

If YES, please list below.

Show Name	Network	Type of Show (TV, web, etc – specify)	Were You Cast? (Yes/No/ Don't know yet)	Air Date	Amount Won (if competition)

Have you ever acted, performed or appeared on television (including cable), film or stage?  
*(Circle one)* YES NO

If YES, please list the shows, dates and type of media you performed in:

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Are you currently or have you ever been represented by a manager or agent in any capacity?  
*(Circle one)* YES NO

If YES, please specify what the representation covers or covered and provide the name of the manager or agent, along with their phone number and e-mail address:

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Have you appeared in any magazines, publicly disseminated photographs, and advertisements or on the Internet? (Circle one) YES NO

If YES, please describe: \_\_\_\_\_  
\_\_\_\_\_

Are you available to leave your family, work, and friends to go to a location to be designated by Producer for **approximately four to six consecutive weeks and possibly longer or shorter** (plus time for promotion and publicity), sometime around **May 2016 designated by Producer** (all dates subject to change in Producer's sole discretion)?  
(Circle one) YES NO

Not including your current residence, list the cities and countries you have lived in and state how long you lived in each place:

\_\_\_\_\_  
\_\_\_\_\_

Have you ever been in the military? (Circle one) YES NO  
(If YES, you will need to complete a form authorizing disclosure of your military records, including, without limitation, your discharge papers. Please attach a copy of your DD214 or any other discharge documentation.)

If YES, branch of military: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

Type of Discharge: \_\_\_\_\_

Were you ever the subject of any disciplinary proceedings or actions in the military?  
(Circle one) YES NO

If YES, please describe in detail, including, without limitation, date(s), place(s), nature of charge(s), outcome of proceedings and any actions taken.

\_\_\_\_\_  
\_\_\_\_\_

Have you ever been convicted of a felony or a misdemeanor? (Circle one) YES NO

If YES, please give dates and details. *Use the back of this page or attach additional sheets if necessary.*

\_\_\_\_\_  
\_\_\_\_\_

Have you ever been a party to a civil lawsuit? (Circle one) YES NO

If YES, please describe when and where the event occurred, the other party(ies) to the lawsuit, whether you were the plaintiff or defendant, the nature of the case, and what the outcome was:

\_\_\_\_\_  
\_\_\_\_\_

Have you ever had a temporary restraining order issued against you or has anyone ever attempted to obtain a temporary restraining order against you? *(Circle one)* YES NO

If YES, please give details, including, without limitation, date(s), place(s), name of party seeking the temporary restraining order and relationship of such party to you, and a description of the basis upon which the temporary restraining order was sought, whether it was issued, and the basis upon which it was issued.

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Have you ever been convicted of any crime of reckless or drunk driving?  
*(Circle one)* YES NO

If YES, please describe in detail, tell us when and where the event occurred, and what the outcome was.

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Have you ever done or been involved in anything that would cause the Producer and/or the cable network and affiliates that may exhibit the Program any embarrassment or monetary loss if you are chosen to participate in the Program? *(Circle one)* YES NO

If YES, please list and explain the specific matters:

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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)?  
*(Circle one)* YES NO

If YES, please describe, including your reasons:

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Have you ever created a website or posted any materials on any website? *(Circle one)* YES NO

If YES, describe the website(s) you created and/or the materials you posted.

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Please list all websites, usernames, handles, etc. that apply to you:

Facebook: \_\_\_\_\_ Twitter: \_\_\_\_\_

Blog: \_\_\_\_\_

Nature of your Blog: \_\_\_\_\_

Is there anyone among your family, friends or work colleagues that would object to you appearing on television? (*Circle one*) YES NO

If YES, please identify all such persons, including your relationship with them and the reason they would object. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART V: REFERENCES AND CONTACTS (Please answer every question. Do not leave any question unanswered or any space blank.)** Please remember to only list people in this section who you give us permission to contact as references or as a means to contact you.

Please list three people whom you frequently see in case we need to get in touch with you on very short notice or who can serve as a reference (*i.e.*, significant other, roommate, boss, etc.):

Name	Address	Phone	How You Know Them
1.			
2.			
3.			

Please list three professional references, people you have worked with who can speak to your skills, talent and experience as a chef:

Name	Address	Phone	How You Know Them
1.			
2.			
3.			

Please list **ALL** of the well known or celebrity chefs that you know or have worked with in the past and in what capacity. (Feel free to use the back of the page if you run out of room.)

Name	Phone	How You Know Them and Nature/Extent of	Last Time You Worked With Them (if applicable)

		Relationship	
1.			
2.			
3.			
4.			
5.			
6.			

If your family was to be involved in an episode, who would you want to include and why? (mother, father, sister, brother; step-etc., if applicable; husband, wife, children) (Feel free to use the back of the page if you run out of room.):

Name	Address	Phone	Relationship
1.			
2.			
3.			
4.			
5.			

**PART VI: ELIGIBILITY REQUIREMENTS AND RELEASES**

- 1) You must be at least 21 years of age as of March 1, 2016.
- 2) You must (a) be a citizen of the U.S. and able to legally travel to and re-enter the U.S. from any foreign country in connection with your participation (if any) in the Program, OR (b) have U.S. Immigration status or a visa that allows you to stay legally in the U.S. to participate in the Program, as determined by Producer in its sole discretion, and be able to legally travel to and re-enter the U.S. from any foreign country in connection with your participation (if any) in the Program.
- 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 exhibition of the episodes of the Program in which you appear, if selected as a participant.
- 4) Producer and NBCUniversal (as defined below) reserve the right to render ineligible any person who either of them determines, in the sole discretion of either of them, is sufficiently connected with the production, administration, judging, or distribution of the Program, such that his/her participation in the Program could create the appearance of impropriety. In making this decision, Producer and NBCUniversal may consider whether you know or have known anyone who is, or has been within the last two (2) years, an employee, officer, director or agent of any of the following:
  - (i) Producer or any other person or entity involved in the development, production, distribution or other exploitation of the Program or any variation thereof;
  - (ii) NBCUniversal Television Group or any of its parent, subsidiary or affiliated entities, including, without limitation, NBCUniversal Media, LLC, its broadcast networks and studios, cable networks and studios, film businesses, digital businesses, parks and resorts (collectively, "NBCUniversal") (for more information about NBCUniversal businesses, please visit <http://corporate.comcast.com> or <http://www.nbcuni.com>);
  - (iii) Any sponsor of the Program or its advertising agency; or
  - (iv) Any person or entity supplying goods, services or prizes (as applicable) to the Program.

Please list any such relationships here; if none, write "None."

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- 5) If you are selected as a potential participant you must execute waivers and release agreements required by Producer and NBCUniversal or any of their licensees, successors or assigns.
- 6) You will need to be available to the production for approximately four to six weeks or possibly longer or shorter around May 2016 (dates subject to change in Producer's sole discretion) and be willing to travel to various locations as part of production.
- 7) Any offer to become a participant may be conditioned upon your submission to a background check, and physical and psychological examinations to be conducted in a location designated by Producer, by medical professionals (selected by and paid for by Producer) and the certification of the medical professionals that you meet all physical and psychological requirements. You must be willing to submit medical information to the production, and you

must be willing to submit to a medical examination, psychological examination, and background check.

8) You hereby give the following representations, warranties, acknowledgements, consents and releases:

(a) By signing below, I hereby represent, warrant, acknowledge, and agree that: (i) I have read and I meet and agree to be bound by the eligibility requirements; (ii) I have completed this application honestly and accurately; (iii) if any of the information in this application is found to be false or incomplete, this will be grounds for dismissal from the Program participant selection process, and/or from the Program contest, if selected; (iv) even if I meet the eligibility requirements, Producer has no obligation to further contact me, to interview me, and/or select me as a participant; (v) even if I am selected as a participant, Producer has no obligation to conduct the Program contest or produce the Program and NBCUniversal has no obligation to exhibit it, even if produced; (vi) I agree to keep strictly confidential all information about the Program that I may acquire during the participant selection process and/or during my participation in the Program (if applicable); (vii) all decisions by Producer concerning selection of the participants are final and not subject to challenge or appeal; and (viii) Producer has no obligation to return any materials submitted by me as part of the application whether or not I am selected as a participant.

(b) By submitting this application, I hereby consent to the recording, use and reuse by Producer, NBCUniversal, and any of the Released Parties (as defined in Paragraph 10 below) of my voice, actions, likeness, name, appearance, biographical material, and any information contained in, derived from or obtained in connection with my application to be a participant in the Program or in any materials submitted by me in connection with my application (collectively “**Likeness**”), as edited, altered, or modified by Producer or by any of the other Released Parties, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program or any other work. Further, by signing below and submitting this application, I warrant and represent that everyone appearing in any video submitted by me in connection with this application and anyone that may have shot the video, recorded the images of my food, and taken the photograph submitted by me in connection with this application agrees that the video, images and photograph may be used in and in connection with the development, production, distribution and/or exploitation of the Program and/or any other production and in the advertisements, publicity and promotions for the Program, any other production, and for any entity that sponsors, advertises in, exhibits or otherwise exploits my Likeness, the Materials (as defined below), the Program or other production throughout the universe at any time, in perpetuity, in any and all media, whether now known or hereafter devised, without any compensation whatsoever. I agree that the Released Parties or any of them 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 the Released Parties exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any and all recordings made by them and in and to any and all video that I have provided in connection with my application, including, but not limited to, video, recordings and still pictures of my recipes/dishes and any other materials that I have provided or may provide in connection with my application or the Program (collectively, 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 and all media now known or hereafter devised worldwide, in perpetuity. Without in any way limiting the foregoing, if I perform or include any music (other than music supplied to me by Producer) in connection with my application or the Program, I represent and warrant that I own all rights to such music, and I 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, I waive any claims to royalties of any kind, whether accruing now or in the future,

from Producer and NBCUniversal for the use of any such music, including, without limitation, any applicable copyright, public performance, mechanical and synchronization royalties. I further agree that Released Parties may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I understand that I will not be paid any money for giving Released Parties these rights or for signing this application.

(c) I hereby authorize Producer and any person or entity designated by 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 documents that I have signed or provided or do sign or provide 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, to the maximum extent permitted by law. Without limiting the foregoing, I irrevocably authorize Producer and any person or entity designated by Producer to secure information about me and my experiences from my current and former employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, any branch of the military, 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 Producer, the persons or entities designated by Producer, and all such parties and persons from any and all liabilities arising out of or in connection with any such investigation. To the maximum extent permitted by law, I specifically authorize investigation of my employment records, medical records, and government records, including but not limited to my motor vehicle records, criminal records, civil records, military records, credit and consumer report(s). I acknowledge and agree that any such information obtained by Producer or by any person or entity designated by Producer pursuant to this paragraph or otherwise may be used for purposes of selecting participants in the Program or in the course of producing the Program, and may be described or otherwise related in and in connection with the Program, in and in connection with another program, and in and in connection with any advertising, promotion or publicity for the Program or other program, to the maximum extent permitted by law.

(d) I hereby authorize Producer and any person or entity designated by Producer to conduct psychological and physical examinations of me as required by Producer. I further authorize the individuals conducting such examinations of me to disclose to Producer and their representatives all information about me obtained in connection with such examinations, and authorize Producer to utilize such information in selecting participants for the Program. Additionally or in the alternative (in Producer's sole discretion), I will provide Producer with certification from my personal physician stating that I am physically fit and have no medical condition that would prevent me from participating in the Program, and that engaging in the Program would not endanger my health in any way or give rise to any medical condition or exacerbate any medical condition I may have.

(e) I understand that the participant selection process will involve subjective decisions made by certain individuals selected by Producer and NBCUniversal in their sole discretion. I understand that the participant selection process may also involve subjective decisions made by the public. I further understand that those certain individuals, NBCUniversal, Producer and other persons or entities may be acquainted with or have some familiarity with some or all of the applicants to varying degrees. I understand and agree that all participant selection and elimination decisions shall be final and binding on me in all respects, and shall not be subject to challenge or appeal.

(f) I further acknowledge and agree that Producer reserves the right to consider and select participants who are not able to attend an open casting call and that Producer shall have sole discretion and control over every aspect of selecting participants, and Producer's decisions on all



matters related to selecting participants shall be final and binding and not subject to challenge or appeal.

(g) I understand that in and in connection with the contestant selection process and the Program, I may reveal and/or relate, and other parties (including, without limitation, other participants, the Producer, the Program host(s), the judges, and/or NBCUniversal) may reveal and/or relate information about me of a personal, private, surprising, defamatory, disparaging, embarrassing or unfavorable nature, and that my actions and the actions of others participating in the contestant selection process and/or in the Program may be embarrassing or of an otherwise unfavorable nature that may be factual or fictional. I further understand that my appearance, depiction, and/or portrayal in and in connection with the Program or otherwise, and my actions and the actions of others displayed in and in connection with the Program or otherwise, may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature, may expose me to public ridicule, humiliation or condemnation, and may portray me in a false light. I further understand that any information regarding me that Producer may disclose during the Program or otherwise may be more or less favorable than similar information disclosed by Producer regarding other participants. I acknowledge and agree that Producer, NBCUniversal, and any entity that sponsors, advertises in, exhibits or otherwise exploits the Materials, the Program or any other production, and any of their licensees, successors and assigns, shall have the right (but not the obligation): (a) to include any such information and any such appearance, depiction, portrayal, actions and statements in the Program or in any other exhibition or exploitation of the Materials, and (b) to exhibit, broadcast and otherwise exploit the Materials and the Program containing any such information and any such appearance, depiction, portrayal or actions. I understand and acknowledge that, while such conduct might otherwise constitute an actionable tort, I have freely and knowingly consented to such conduct. The waivers, releases and indemnities in this application and any other agreement that I have executed or that I may execute in connection with the Program and/or any other production expressly apply to any such inclusion and exploitation.

9) **CONFIDENTIALITY**. Whether or not I am selected to be a participant on the Program, I shall keep in strictest confidence and shall not, and shall not authorize or cause others to, directly or indirectly, use or disclose to any third party at any time (i.e., prior to, during, or after the taping or exhibition of any episode of the Program) any of the following, which is the exclusive property of Producer or NBCUniversal: any information or materials that I may read, hear or otherwise acquire or learn in connection with or as a result of my participation in or in connection with the Program, including without limitation, any information or materials concerning or relating to Producer or to NBCUniversal, the business of Producer or NBCUniversal, any program produced by Producer or exhibited by NBCUniversal, including, without limitation, any information concerning or relating to the Program, the Program applicants, the Program participants, the location(s) of the Program, the events contained in the Program, the outcome of any episode of the Program, and the contents of this application or any other agreement or document that I sign, have signed or receive from Producer or NBCUniversal at any time (collectively, the “**Confidential Information**”). I acknowledge and agree that my obligations with respect to confidentiality set forth in this application shall continue in perpetuity or until terminated by NBCUniversal by giving me written notice of termination. In no event will I have the right to terminate my confidentiality obligations under this application. I acknowledge that in the event I breach the confidentiality or any other provisions of this application, my breach may, in the sole discretion of Producer or NBCUniversal result in my being disqualified to participate as a participant in the Program. I further acknowledge that a breach by me of any of the confidentiality provisions of this application would cause Producer and NBCUniversal irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, I hereby expressly agree that Producer and NBCUniversal shall

be entitled to injunctive and other equitable relief to prevent and cure any breach or threatened breach of any of the confidentiality provisions of this application by me. I also recognize that proof of damages suffered by Producer and the NBCUniversal in the event that I breach any of the confidentiality provisions of this application will be costly, difficult, and inconvenient. Accordingly, I agree to pay Producer and NBCUniversal the sum of One Million Dollars (\$1,000,000.00) per breach plus disgorgement of any income that I may receive in connection with my breach as liquidated damages in the event I breach any of the confidentiality provisions of this application prior to the initial exhibition of the final episode of the Program. I agree that One Million Dollars (\$1,000,000.00) plus disgorgement of any income that I may receive in connection with my breach is a reasonable estimate of the amount of damages Producer and NBCUniversal are likely to suffer in the event I breach any of the confidentiality provisions of this application prior to the initial exhibition of the final episode of the Program, considering all of the circumstances existing as of the date of this application. In addition, I agree to pay Producer and NBCUniversal the sum of One Hundred Thousand Dollars (\$100,000.00) per breach plus disgorgement of any income that results from my breach as liquidated damages in the event I breach any of the confidentiality provisions of this application after the initial exhibition of the final episode of the Program. I 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 NBCUniversal are likely to suffer in the event I breach any of the confidentiality provisions of this application after the initial exhibition of the final episode of the Program, considering all of the circumstances existing as of the date of this application.

10) **RELEASE AND AGREEMENT NOT TO SUE.** To the maximum extent permitted by law, I irrevocably and unconditionally release each of the Released Parties from any and all liability arising out of my participation in or in connection with the Program, including, without limitation, the recording of my Likeness and the Materials, my participation in the participant selection process of the Program, and any exploitation of the Program, my Likeness or the Materials, on any legal theory whatsoever (including, without limitation, personal injury, rights of privacy and publicity, false light and defamation) (the “Released Claims”). Further, to the maximum extent permitted by law, I agree not to sue the Released Parties as a result of the recording or use of my Likeness or the Materials (including, without limitation, any claim that such use defames me or invades any right of privacy and/or publicity) or for any reason based on any of the Released Claims hereunder. The term “Released Parties” shall mean and refer to Producer, all entities and platforms of NBCUniversal Media, LLC, Comcast Corporation, any other licensees or assignees of the Program or the Materials, the other participants in the Program, all other persons and entities connected with the Program, all parent, subsidiary, related and affiliated entities, licensees, successors, assigns, sponsors and advertisers of each of the foregoing, all of the respective directors, officers, principals, executives, on-air talent, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing, and the respective heirs, next of kin, spouses, guardians, representatives, executors, administrators, successors, licensees and assigns of each of the foregoing.

11) As used herein, “**Producer**” shall include The Mission Productions, its licensees, successors, and assigns, and each of their respective officers, directors, shareholders, employees, agents, and representatives. I agree that Producer may license, assign, and otherwise transfer this application and all rights granted by me under this application to any person or entity.

12) **CHOICE OF LAW.** This application shall be interpreted under the internal, substantive laws of the State of California, without regard to the conflicts of law provisions thereof.

13) **MEDIATION & ARBITRATION.** The parties agree that if any controversy or claim arising out of or relating to this application cannot be settled through direct discussions, they shall endeavor first to settle the controversy or claim by a mediation administered by JAMS under its applicable rules. **IF THE DISPUTE IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT THE CONTROVERSY OR CLAIM, INCLUDING THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL THEN BE RESOLVED BY FINAL AND BINDING CONFIDENTIAL ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (THE “JAMS RULES”, INCLUDING, WITHOUT LIMITATION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RULE PROVIDING THAT EACH PARTY SHALL PAY *PRO RATA* ITS SHARE OF JAMS FEES AND EXPENSES). THE JAMS RULES ARE AVAILABLE AT [WWW.JAMSADR.COM](http://WWW.JAMSADR.COM), AND A FURTHER COPY OF THE JAMS RULES SHALL BE PROVIDED TO ME BY PRODUCER UPON REQUEST. THE JAMS RULES FOR SELECTION OF MEDIATORS AND ARBITRATORS SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE (i) AN EXPERIENCED ARBITRATOR, WHO IS EXPERIENCED IN THE ENTERTAINMENT INDUSTRY, AND LICENSED TO PRACTICE LAW IN CALIFORNIA, OR (ii) A RETIRED JUDGE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF LOS ANGELES. UPON THE CONCLUSION OF ANY ARBITRATION PROCEEDINGS, THE ARBITRATOR SHALL RENDER FINDINGS OF FACT AND CONCLUSIONS OF LAW AND A WRITTEN OPINION SETTING FORTH THE BASIS AND REASONS FOR ANY DECISION REACHED AND SHALL DELIVER SUCH DOCUMENTS TO EACH PARTY TO THE DISPUTE. THE PARTIES AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBJECT TO THE REMAINDER OF THIS PARAGRAPH, THE DAMAGES RECOVERABLE BY THE PARTIES SHALL BE LIMITED TO ACTUAL DAMAGES, AND SUCH PARTIES WAIVE THE RIGHT TO SEEK PUNITIVE OR EXEMPLARY DAMAGES. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO GRANT ANY REMEDIES THE PARTIES TO ANY DISPUTE HAVE WAIVED HEREIN. FURTHER, I AGREE THAT GIVEN THE UNIQUE NATURE OF THE ENTERTAINMENT INDUSTRY, AND THE IRREPARABLE DAMAGE TO PRODUCER, NBCUNIVERSAL AND THEIR LICENSEES THAT WOULD RESULT FROM DELAYING OR PREVENTING THE EXHIBITION OF ANY PROGRAM PRODUCED HEREUNDER, I MAY NOT SEEK OR OBTAIN ANY INJUNCTIVE RELIEF THAT WOULD PREVENT ANY SUCH PARTIES FROM EXHIBITING, MARKETING, OR OTHERWISE EXPLOITING ANY PROGRAM PRODUCED HEREUNDER, OR OTHERWISE GRANTING ANY THIRD PARTY THE RIGHT TO DO ANY OF THE FOREGOING. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT REQUIRED BY LAW, THE PARTIES AGREE THAT WITH RESPECT TO THE ARBITRATION OF ANY FEDERAL OR STATE CLAIM I BRING THAT ARISES FROM UNWAIVABLE PUBLIC RIGHTS, WHETHER STATUTORY OR NONSTATUTORY, THE FOLLOWING SHALL APPLY: THE ARBITRATOR MAY AWARD ANY REMEDY THAT WOULD HAVE BEEN AVAILABLE IN COURT; THE PARTIES SHALL BE PERMITTED DISCOVERY ADEQUATE TO SECURE THE NECESSARY INFORMATION TO PRESENT SUCH CLAIM OR DEFEND AGAINST SUCH CLAIM; AND PRODUCER SHALL PAY ALL TYPES OF COSTS THAT ARE UNIQUE TO ARBITRATION**

14) **ELECTRONIC SIGNATURES.** This application may be executed by original, facsimile or electronic signature. Any signed copy of this application delivered by facsimile or

electronic transmission shall for all purposes be treated as if it had been delivered containing my original signature, and shall be binding upon me in the same manner as though an original signed copy had been delivered.

15) **SEVERABILITY.** The illegality, invalidity or unenforceability of any provision of this application shall in no way affect the validity or enforceability of any of the remainder of this application, which shall be enforced to the maximum extent permitted by law.

**I have read, understand, and agree with the foregoing. I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS APPLICATION, INCLUDING, WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS APPLICATION.**

Signature \_\_\_\_\_ DATE: \_\_\_\_\_

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

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

**NOTE:** You MUST NOT DISCLOSE any information you have learned about the show during this casting/application process.

If you OR ANY ASSOCIATE, FRIEND, RELATIVE, AGENT, REPRESENTATIVE OR OTHERWISE does disclose any information about this show to any third party including but not limited to members of the media or press, YOU MAY BE IMMEDIATELY DISQUALIFIED FROM THE APPLICATION PROCESS AT THE SOLE DISCRETION OF THE PRODUCER.

**Thank you for your time and effort in completing the form.**

**Please notify Producer in writing if there is a change in your address, phone number or other information provided by you in this application.**

**Don't forget to attach a photocopy of your Driver's License or government issued photo ID and any military discharge records, if applicable.**

**If you are NOT a citizen or legal resident of the United States, please attach a copy of your current visa.**

**Please make sure your passport is valid and up to date. If you do not have one, please apply for one immediately.**

**Good Luck!**