

“LOSING IT WITH JILLIAN MICHAELS” (Working Title) (the “Program”)

Application

OUR APPLICATION PROCESS CONSISTS OF TWO OPTIONS:

OPTION 1 (Application and Video):

- a) Submit a completed application form (which will include a photo of yourself and your family, and a photocopy of your driver's license or government issued photo ID) available for download at <http://www.castingduo.com/jillianmichaels>; and
- b) **Submit** a video. Instructions for the video are available at the end of this application and at <http://www.castingduo.com/jillianmichaels>.

OPTION 2 (Application and Open Casting Call):

- a) Submit a completed application form (which will include a photo of yourself and your family, and a photocopy of your driver's license or government issued photo ID) available for download at <http://www.castingduo.com/jillianmichaels>.
- b) If you do not submit a video, you **MUST** attend one of our open casting calls. Dates, times, and locations for the open casting calls are available at <http://www.castingduo.com/jillianmichaels>. (Don't forget to bring a signed original completed application, a photo of yourself and your family, and a photocopy of your driver's license or government issued Photo ID).

IMPORTANT INFO: You must be at least 18 years of age as of the date you sign this application. If you want to apply for the show, You **MUST** bring the following items with you to the open call or send them in with your video to be considered.

- 1) Completed and signed copy of this application (which includes a photocopy of your drive's license or government issued photo ID); and
- 2) A few, recent clear photos of yourself. Please also include a few, recent photos of your entire family together.

“LOSING IT WITH JILLIAN MICHAELS”

Video Submission Instructions

VIDEOTAPE SUBMISSION INSTRUCTIONS AND QUESTIONNAIRE

Applications **MUST** be clearly written and must be accompanied by a video; a video is only required if you are not attending an open casting call:

Strong Recommendations for Video:

1. The video you send us **MUST BE NO MORE THAN 10 MINUTES IN DURATION AND MUST BE SUBMITTED IN VHS, MINI DV OR DVD FORMAT.** We will not accept any other formats. If you are using another format, please dub that tape to VHS or DVD. We will NOT accept mini DVD or Hi-8 format.
2. **HAVE A FRIEND OR RELATIVE FILM YOU.** It will make the quality of your video better.
3. **MAKE SURE THERE IS PLENTY OF LIGHT IN THE ROOM,** but do NOT stand in front of windows or other major light sources. This looks terrible on camera. Make sure there's plenty of light in front of you.

4. **STAND IN FRONT OF A COLORFUL BACKGROUND** so you don't appear washed out. White walls don't work.
5. **DO NOT WEAR ALL WHITE OR BLACK OR ANY OUTFITS WITH INTENSE PRINTS** as they may affect image quality.
6. **MAKE SURE YOU ARE FRAMED PROPERLY** so you are in the middle of shot.

• AT THE BEGINNING OF THE VIDEO, HAVE A CLOSE, TIGHT SHOT OF YOU SMILING. • FOLLOW THIS UP WITH A FULL BODY SHOT. • FOR THE REST OF THE VIDEO YOU SHOULD BE STANDING IN SINGLE FRAME FROM WAIST UP.

7. Turn off all televisions, radios, air conditioning, or anything else that might add extra noise. Stay close to the camera microphone because it is the only source of audio. Make sure we can hear you.
8. Be Kind, Rewind. Rewinding your tape to the beginning greatly increases our fondness for you.
9. The video must only include you and any of your family members who want to be considered to appear in the series. You are encouraged to include photographs, videos, and other materials which have been taken/created by you and/or your family members. Do NOT include any music in the video and do not include any photographs, videotapes, or other materials in the video that you do not own the rights to. Do NOT include any paintings or other artwork in the video. Please do NOT wear any clothing or other items that include company logos.

What to talk about on tape:

1. **INTRODUCE YOURSELF.** Please start with your:
 - a. Name
 - b. Where you live now
 - c. Your occupation
 - d. Please also use this time to introduce us to your family and have them tell us a little bit about themselves as well.

2. ANSWER THE FOLLOWING QUESTIONS*

***IMPORTANT:** Do not read these questions on camera. We want you to keep these questions in mind and incorporate the questions and answers conversationally on camera.

- a. Why do you and your family need Jillian's help? **BE SPECIFIC!** Please tell us the **EXACTLY** why you need her to come and be a part of your family's life.
- b. Why do you want to get healthy together? This can be for any reason – be it funny, sad, trivial or serious). Please explain in detail how Jillian's help will change your life and the life of your family. REMEMBER, thousands of people are applying and almost everyone wants to lose weight, get healthy or get out of debt. **BE DIFFERENT!**
- c. Why do you or your family **DESERVE** this help? Explain in detail.
- d. How will receiving this help change your life, your family's life, or someone else's life? How important is this to you? How many people will benefit if you succeed?
- e. Are there any reasons we shouldn't cast you on this show?
- f. What inspires you?
- g. What is your greatest achievement?
- h. What is the biggest sacrifice you have made in your life?
- i. What are you most proud of? Who are the most important people in your life?
- j. When did you first think of doing this?
- k. What is your motivation for being on this show?
- l. Describe a major issue that has affected your life? Do you still face this issue?
- m. Tell us anything else we might not know just by looking at you.

PLEASE DO NOT TAKE US ON A ROOM-TO-ROOM TOUR OF YOUR HOUSE.

3. YOU'VE TOLD US, NOW SHOW US!

- a. If you are a Magician, Doctor or Boy Scout, for example, wear your costume or uniform! Use props or any visuals to help us understand who you are, what you do and why you want Jillian's help.
- b. SHOW us what you do! If you are a magician, show us your magic.

DEADLINE: Completed applications and videotapes must be received **by January 4th, 2010*** at 12:00 PM EST to be considered.

*We reserve the right to extend the application deadline in our sole discretion.

The video, the application, and any other materials you submit will become our property and will not be returned to you, whether or not you are selected as a participant. Please note that due to the overwhelming volume of submissions we are not obligated to respond to you or to acknowledge acceptance of your video submission, application, or any other materials that you submit.

Applications will be considered only if they are complete. Completed applications consist of the following:

- 1) Completed and signed application (including a copy of your driver's license or government issued photo ID).
- 2) A few, recent clear photos of yourself. Please also include a few recent photos of your entire family together. If you're filling this out for someone other than yourself, please include a picture of him/her/them/it as well as a recent photo of you.
- 3) 3) Your videotape (no longer than 10 minutes in duration) clearly labeled with your name, address, and phone number.

Please do not include anything except the 3 items listed above.

Send your completed application and videotape to:

LOSING IT WITH JILLIAN MICHAELS CASTING
10061 Riverside Drive
P.O. Box 749
Toluca Lake, CA 91602

Thank you for your time and effort and GOOD LUCK!

“LOSING IT WITH JILLIAN MICHAELS” (Working Title) (the “Program”)

Application

To be considered for this Program, 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 your removal from the Program, as well as the forfeiture of any prizes or other things you may have been awarded, whether or not you have already received them. By signing this application, you understand that the producer of the Program does not currently plan to award prizes in connection with the Program. 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.*

Name: _____

Current Address: _____

Home Phone: _____ Cell Phone: _____

Work phone: _____ 2nd Phone: _____

Email Address: _____

MySpace/Facebook Website URL: _____

Hometown: _____ Nearest Airport: _____

How did you hear about the casting? _____

Height: _____ Weight: _____

Please list the names and phone numbers of the other family member(s) (and who are at least 18 years of age) you're applying with below:

Group Name (if applicable): _____

Do you have children who you would want to appear on the show with you? If yes, what are the names and ages? _____

PART I: GETTING TO KNOW YOU (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, write N/A next to the question.)

What do you currently do for a living? Tell us a little about your role. _____

What jobs have you previously held? Please list at least the last 3. _____

Please use this space to tell us a little bit about yourself, including your interests and hobbies. _____

Have you attended any college or university? No _____ Yes _____

If YES, please fill out next two questions:

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

Did you graduate? Yes No (circle one)

If YES, please list type of degree earned _____

If you own your own business, what is it and how long have you been in business for?

What is your household yearly income? (if you want to tell us):

0 – 10k 10 – 25k 25 – 35k 35 – 50k 50k +

How would someone who really knows you describe your **BEST** and **WORST** traits? _____

Why do you NEED to be on this show? (This can be for any reason – be it funny, sad, trivial or serious) Please explain in detail how Jillian’s help will change your life. REMEMBER, thousands of people are applying and almost everyone wants to lose weight, get healthy or get out of debt. **BE DIFFERENT!**

What do you think of Jillian?_____

Will there be anyone in your family that will be resistant to Jillian's help? If so, who and why?_____

When you look in the mirror, what do you see?_____

How do you think your partner views you? (If applicable)_____

How do you think your children view you? (If applicable)_____

How do you think your parents view you? (If applicable)_____

How much weight do you need to lose?_____

Have you ever tried to lose weight as a family before? If so, how? What worked and what didn't work?_____

How will being on this show change your life, your family's life, or someone else's?_____

What's the hardest thing about being overweight?_____

Give us a brief synopsis of your dieting history._____

My favorite restaurant is:_____

Describe your favorite meal. _____

Food is: _____

Exercise is: _____

My Weight is: _____

What is your greatest accomplishment? _____

What do you consider your biggest failure? _____

What was the last unusual, exciting or spontaneous thing YOU instigated? _____

Do you have any bad habits you wish you could change? Please explain: _____

What are you like in a room full of strangers? What types of people intimidate you? How do you react in these situations? _____

What is something we wouldn't know just by looking at you? _____

Describe a major issue that has affected your life? Do you still face this issue? _____

Are there any reasons you think we shouldn't cast you on this show? Please explain:

Is there anything we should know about your schedule in terms of flexibility during the next two months?
(work, school, vacations, etc.)_____

PART II: 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, write N/A next to the question.)

QUICK FACTS (CIRCLE & ANSWER):

DO YOU SMOKE? Y N COMMENTS: _____

DO YOU DRINK? Y N COMMENTS: _____

DO YOU HAVE TATTOOS? Y N COMMENTS: _____

HAVE YOU HAD PLASTIC SURGERY? Y N COMMENTS: _____

Have you applied to be on any TV shows in the past year? Yes No (circle one)

If yes, which one(s)? _____

If so, please provide the show names, dates and how well you did – how much you won.

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)? _____

Will you be appearing on any TV shows that are scheduled to air in the next year? Yes No (circle one)

If YES, which one(s)? _____

Do you know anyone else who is applying to be on the Program? Yes No (circle one)

If YES, please list their name(s) and address(es): _____

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: _____

Are you or have you ever been a member of the television/film unions SAG or AFTRA? Yes No (circle one)

If YES, please provide dates and details. _____

Are you available to leave your family, work, and friends to go to a location to be designated by the Program producers for **approximately one to three days or possibly longer or shorter beginning in December of 2009 and for one (1) additional week beginning on a date to be announced by the producers of the Program**, plus time for promotion and publicity (subject to change in the sole discretion of the producers of the Program)?

YES NO (Circle One)

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? Yes No (circle one)

(If YES, you will need to complete a form authorizing disclosure of your military records, including, without limitation, discharge papers, to the producers of the Program and 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? 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. _____

Have you ever been convicted of a felony or a misdemeanor? Yes No (circle one)

If YES, please give dates and details: _____

Have you ever been a party to a civil lawsuit? Yes No (circle one)

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? Yes No (circle one)

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. _____

Have you ever been convicted of any crime or 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. _____

Have you ever done or been involved in anything that would cause the producers of the Program and/or the networks/licenseses that may exhibit the Program any embarrassment or monetary loss if you are chosen to participate in the Program, other than the specific matters expressly listed and described below?

Yes No (circle one)

If YES, please explain: _____

Please list below anyone you know or have known who is now or has been in the past two years an officer, director, employee, agent or representative of any of the following:

Orinda Productions, Inc. ("Producer"), Reveille Independent, LLC ("Reveille"), NBC Entertainment ("NBC"), NBC Universal, Inc. ("NBCU"), or any of their respective affiliated entities or parent companies.

If you do not know anyone who fits the above categories, please write "None" in the space below.

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: _____

Have you appeared in any magazines, publicly disseminated photographs, advertisements or on the Internet?
Yes No (circle one)

If YES, please describe: _____

Have you ever created a website or posted any materials on any website? Yes No (circle one)

If YES, name and describe the website you created and/or the materials you posted. _____

Is there anyone among your family, friends or work colleagues that would object to you appearing on television? Yes No (circle one)

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

PART III: REFERENCES AND CONTACTS (Please answer every question. Do not leave any questions 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 references (*i.e.*, significant other, roommate, boss, etc.):

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

Please list three people who are not related to you and who have known you for over 3 years:

Name	Address	Phone	How You Know Them
1.			

2.			
3.			

PART IV: ELIGIBILITY REQUIREMENTS AND RELEASES

1) You must be either a legal resident of the United States or otherwise legally permitted to participate in the Program in the United States.

2) You must be at least 18 years of age as of the date you sign this application.

3) You must not be a candidate for public office and must agree not to become one until one (1) year after the initial exhibition of the Program or any programs in which you appear, if selected as a contestant and if such Program or programs are exhibited.

4) You may not participate in the Program if your participation would create impropriety or the appearance of impropriety. In making this determination, Producer and the network on which this Program will initially be exhibited, currently contemplated to be one or more networks or distribution outlets of NBCU (“Network”) will consider whether you or any member of your immediate family or anyone living in your household is or has been within the last two (2) years an employee, officer, director or agent of any of the following:

- (a) Network, NBC, NBCU, or any of their respective affiliated entities or parent companies, or any television network, distributor, production company or station owned and/or operated by NBC and/or NBCU;
- (b) Producer or Reveille, or any of their respective affiliated entities;
- (c) Any person or entity involved in the development, production, distribution or other exploitation of the Program or any version or variation thereof;
- (d) Any sponsor, product integration partner, or tradeout partner of the Program or its advertising agency; or
- (e) Any person or entity supplying prizes or other services to the Program.

In addition, Producer and the Network reserve the right, but are not obligated, to disqualify or render ineligible any person whom either of them determines, in their sole discretion, is sufficiently connected with the production, administration, casting, 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 you are selected as a potential contestant, you must execute waivers and release agreements, including, but not limited to, an applicant agreement and release and other agreement(s) as required by the Producer or the Network, or any of their licensees, successors or assigns.

6) You will need to be available to the production for **approximately two to three days or possibly longer or shorter beginning in December of 2009 or November of 2009 and for one (1) additional week beginning on a date to be announced by Producer** (subject to change in the sole discretion of Producer), and you will

need to be available for pre-production and post production activities. Furthermore, you may be separated from the other members of your family for some or all of this time.

7) Any offer to become a participant may be conditioned upon your submission to a background check, in accordance with applicable laws and your submission of other signed documents as requested by Producer.

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 set forth in this application; (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 participant selection process and/or from the Program if selected; (iv) even if I meet the eligibility requirements, Producer has no obligation to interview me, to review this application, and/or select me as a participant; (v) I agree to keep strictly confidential all information about the Program that I acquire during the participant selection process and/or during my participation in the Program (if applicable); (vi) my voice, actions, and likeness may be recorded as a part of this application and participant selection process, and I understand that Producer and Network may, but in no way are obligated to, actually use such recordings within the Program or in any other manner; (vii) even if I am selected as a participant, Producer has no obligation to produce the Program and Network has no obligation to exhibit it, even if produced; (viii) all decisions by Producer concerning selection of the participants are final and not subject to challenge or appeal; and (ix) Producer has no obligation to return any materials submitted by me as part of the participant selection process whether or not I am selected as a participant, and Producer may, but is in no way obligated to, use any such materials in the Program or in any other manner.

(b) By signing below and submitting this application, I hereby consent to the recording, use and reuse by Producer, Reveille, the Network, NBC, NBCU, and each of their respective licensees, successors, assignees, parents, subsidiaries, or affiliated entities and each of their respective representatives, employees, agents, officers and directors (collectively referred to herein as "Releasees"), of my name, voice, actions, likeness (actual or simulated), nickname, appearance, biological and biographical information, and any information contained in, derived from or obtained in connection with this application, including, without limitation, any video, recordings or still pictures of me taken during the participant selection process and any materials submitted by me in connection with my application, including, but not limited to any video(s) and/or photograph of me (collectively referred to herein as "Likeness"), as edited, altered, or modified by the Releasees or any of them, in any and all media now known or hereafter devised, throughout the universe, in perpetuity, including, without limitation, in and in connection with the Program, in and in connection with other programs, and in and in connection with all allied, ancillary and subsidiary rights therein, including without limitation, advertisements, promotion, publicity, marketing and merchandising, or otherwise. Further, by signing below and submitting this application, I warrant and represent that everyone appearing in any video and/or photograph(s) submitted by me in connection with this application (if any) (including any video and/or photograph(s)) and anyone that may have shot such video(s) and/or photograph(s) submitted by me in connection with this application agrees that such video(s) and/or photograph(s) 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 exhibits, distributes, or otherwise exploits my Likeness, the Materials (as defined below), the Program or other production in any manner 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 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 Producer exclusively owns 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 video(s) and

photograph(s) that I have provided or may provide in connection with my application and any other materials that I have provided or may provide in connection with this application, the Program and the participant selection process, which video(s), photograph(s) and any other materials will not be returned to me (collectively referred to herein as 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, throughout the universe, in perpetuity including, without limitation, in and in connection with the Program, in and in connection with other programs, and in and in connection with advertisements, promotion, publicity, marketing and merchandising, or otherwise. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I hereby release the Releasees from any and all liability arising out of their recording or use of my Likeness and/or the Materials and any and all claims, actions, damages, liabilities, losses, costs and expenses in any way arising out of or resulting from their recording or use of my Likeness and/or the Materials. I agree not to make any claim against any of the Releasees as a result of the recording and/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). I understand that I will not be paid any money for giving Releasees these rights or for signing this Application.

I 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 the Network's rights in the Materials and my Likeness, including, without limitation, the rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit the Materials and my Likeness in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without compensation to me or any other person or entity.

(c) I understand that the participant selection process will involve subjective decisions made by certain individuals selected by Producer and/or the Network in their sole discretion. I understand that the participant selection process may involve subjective decisions made by the public. I further understand that those certain individuals, the Network, Producer and/or 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 decisions shall be final and binding on me in all respects, and shall not be subject to challenge or appeal.

(d) Release and Agreement Not to Sue. To the maximum extent permitted by law, by signing this Application I hereby release the Releasees and any television station or channel, cable network, or satellite network that airs the Program, participants in the Program, the advertisers, sponsors, product integration partners, and tradeout partners connected with the Program, each of their respective parent, subsidiary and affiliated companies, all other persons and entities connected with the Program, and each of their respective officers, directors, agents, representatives, employees, successors, assignees, and licensees 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 participation in or in connection with the Program, and/or the recording or use of my Likeness and/or the Materials, 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 Producer to select me as a participant, the cancellation of the Program, or the exercise by Producer of any rights granted by me with respect to the Program 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 of any kind resulting from the actions of another participant or any other third party at any time. Further, to the maximum extent permitted by law, I agree not to sue 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, places me in a false light, or invades any right of privacy and/or publicity) or for any other reason based on any of the Released Claims hereunder.

(e) 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 this application, any supporting documents and any other document that I submit, 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, 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, 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 claims, actions, damages and 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 and government records, including, but not limited to, my motor vehicle records, criminal records, civil records, military records and/or 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 communicated in and in connection with the Program, in and in connection with another program, and/or in and in connection with any advertising, promotion or publicity for the Program or other program, to the maximum extent permitted by law.

(f) I hereby authorize Producer and any person or entity designated by Producer to conduct background investigations of me if required by Producer in Producer's sole discretion to the maximum extent permitted by law. I further authorize the individuals conducting such examinations and investigations of me to disclose to Producer and to Producer's representatives all information about me obtained in connection with such examinations or investigations, and I hereby authorize Producer to utilize such information in selecting participants for the Program.

(g) Whether or not I am selected to be a participant on the Program, I shall keep in strictest confidence and shall not disclose to any other applicant, participant 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 the Network, the business of Producer or the Network, any program produced by Producer and/or exhibited by the Network, 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, or the outcome of any episode of the Program, that I read, hear or otherwise acquire or learn in connection with or as a result of my applying to be a participant on the Program or (if I am selected to be a participant) as the result of my experiences as a participant on the Program (collectively, the "Information and Materials"). I acknowledge and agree that the Information and Materials are confidential and the exclusive property of Producer and/or the Network. At no time will I ever, directly or indirectly, divulge in any manner or use or permit others to use any of the Information and Materials.

9) I acknowledge and agree that my obligations with respect to confidentiality set forth in this application shall continue in perpetuity or until terminated by written notice to me from Producer. 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 and/or the Network 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 the Network 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 the Network shall be entitled to injunctive and other equitable relief to prevent and/or 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 Network in the event that I breach any of the confidentiality provisions of this application will be costly, difficult, and/or inconvenient to determine. Accordingly, I agree to pay Producer and the Network 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 the Network 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 Network 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 the Network 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) 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. I further agree that this application is personal to me and is not assignable by me and any purported assignment by me shall be null and void.

11) **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.

12) **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 ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (THE "JAMS RULES" INCLUDING, WITHOUT LIMITATION, THE RULE PROVIDING THAT EACH PARTY SHALL PAY *PRO RATA* ITS SHARE OF JAMS FEES AND EXPENSES, AND THE RULES PROVIDING FOR LIMITED DISCOVERY AND OTHER EXCHANGE OF INFORMATION). THE JAMS RULES ARE AVAILABLE AT WWW.JAMSADR.COM AND WILL BE PROVIDED TO ME BY PRODUCER UPON MY REQUEST. THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE AN ARBITRATOR EXPERIENCED IN THE ENTERTAINMENT INDUSTRY AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF LOS ANGELES.

13) **REMEDIES.** THE PARTIES AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS APPLICATION SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO

EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS APPLICATION OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THIS APPLICATION OR IN ANY OF THE APPLICABLE RULES OF JAMS SHALL PREVENT PRODUCER AND/OR NETWORK FROM SEEKING PROVISIONAL RELIEF OUTSIDE OF ARBITRATION, INCLUDING, BUT NOT LIMITED TO, EQUITABLE AND/OR INJUNCTIVE RELIEF, PENDING THE ARBITRATOR'S FINAL DECISION.

14) **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.

15) **ENTIRE AGREEMENT.** This application and any exhibits and attachments hereto (along with any other documents that I may execute at Producer's request, including, without limitation, any applicant/participant agreement and any waiver/release) constitute the entire agreement and understanding between the parties concerning the subject matter hereof, and supersede and replace all prior negotiations, proposed agreements and agreements, written and oral, relating thereto (provided, however, that this Agreement is not intended to, and does not, negate, undermine, or denigrate in any way any written representations, warranties, or releases that I may have previously or otherwise made to Producer). This application cannot be changed or terminated except by a written instrument signed by both parties hereto.

I have read, understand, and agree to be bound by all of the terms and conditions of this application. 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 _____

D.O.B*: _____

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

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

If you OR ANY ASSOCIATE, FRIEND, RELATIVE, AGENT, REPRESENTATIVE OR OTHERWISE does disclose any information about this Program 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 AND BE SUBJECT TO THE LIQUIDATED DAMAGES SET FORTH IN PARAGRAPH 9 ABOVE.

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.

Please be sure to sign and date the Certification of Veracity on the next page. If you fail to do so, your application will not be considered.

FOR PRODUCTION USE ONLY:

Any possibility of LEG? _____ YES NO (circle one)

If YES, number on driver's license or other form of government photo ID: _____

Attach photocopy of ID document, or write tape number and time code of close-up of ID document here:

_____.

CERTIFICATION OF VERACITY

1. I have voluntarily applied to participate in the television program currently entitled “LOSING IT WITH JILLIAN MICHAELS” (the “Program”) being produced by Orinda Productions, Inc. (“Producer”) for possible initial exhibition by one or more networks or distribution outlets of NBC Universal, Inc.(the “Network”). In order to be considered as a participant in the Program, I have made and will make statements and representations to Producer and to the Network regarding myself and my background. I understand that this information is being relied upon by Producer and by the Network in considering me for selection as a participant in the Program.

2. I hereby certify, represent and warrant that all statements, disclosures and representations made by me in my application to participate in the Program, in any other document or agreement that I have signed or will sign in connection with the Program or my participation in the Program, and that I otherwise provide to Producer, to the Network, or to 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 the Producer and the Network if any of the information I provide becomes inaccurate or incomplete at any time prior to the exhibition of the final episode of the Program.

3. If any statement, disclosure or representation is or becomes false, misleading or incomplete, Producer and/or the Network may remove me from consideration as a participant in the Program, may remove me from the Program, and/or may withhold from me or cause me to return any prizes, monies, or other items that I have won or received, including, without limitation, any prizes, monies, or other items already delivered to me.

4. I also recognize that proof of damages suffered by Producer and the Network in the event that I breach any provision of this certification will be costly, difficult and/or inconvenient. Accordingly, I agree to pay Producer and the 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, the Network, and their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representative and employees, from and against any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys’ 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: _____