

“BEAT BOBBY FLAY” SEASON 6/7 APPLICATION

PLEASE READ THE RULES/ELIGIBILITY REQUIREMENTS BEFORE COMPLETING THIS APPLICATION.

By completing this application, you agree to be bound by the Rules and represent that you satisfy all of the eligibility requirements. Please remember that any response provided by you as an applicant is subject to verification.

RELEASE & WAIVER

I hereby acknowledge that (i) I understand, satisfy, and agree to be bound by the eligibility requirements (attached hereto as Exhibit A and incorporated herein by reference) for “Beat Bobby Flay” (the “Program”) and the instructions of Rock Shrimp Productions NY LLC, Television Food Network, G.P., Scripps Networks, LLC and their respective licensees, assigns, parents, agents, subsidiaries or affiliated entities, employees, officers, directors and agents (collectively, the “Producer”); (ii) I have answered and will answer all questions posed to me honestly and accurately in connection with my application to appear on the Program; (iii) if any of the information that I have provided or will provide is found to be false or incomplete, it will be grounds for dismissal from the Program selection process and from participation in the Program; (iv) Producer has no obligation to interview me or select me as a participant in the Program; (v) if Producer cancels the Program, Producer will have no obligation to me; (vi) Producer shall have no obligation to air the Program; (vii) all decisions concerning the selection of the participants and all aspects of the Program shall be in the sole discretion of Producer, are final, and are not subject to challenge or appeal.

By submitting my application, I hereby consent to the recording, use and reuse by Producer of my name, voice, image, likeness, and biographical material (collectively, “Likeness”) in any and all media whether now known or hereafter devised throughout the universe in perpetuity. I further agree that the Producer shall exclusively own my application and any application materials (videos, photographs, etc.) that I may have provided in connection with my application or for participation in the Program and any photos and video or recordings of any kind that Producer will make of me in connection with the Program (collectively, the “Materials”) and all rights therein and thereto including, without limitation, the right to reproduce, distribute, transmit, display, modify, adapt and otherwise use the Materials and my Likeness, in whole or in part in any and all media now known or hereafter devised throughout the universe in perpetuity. I further agree that the Producer may use my Likeness and the Materials, in whole or in part, in connection with any promotion, publicity, marketing or advertising for the Program and/or Producer, or any exploitation of any kind of the Program and/or Producer. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever.

I release the Producer from any and all liability arising out of its use of my Likeness and/or the Materials. I agree not to make any claim against the Producer as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and any claims based on defamation or libel or false light). Without limiting the foregoing in any way, to the degree that the Materials include any underlying elements, including but not limited to recipes, music, text, photographs, in which I (partially or wholly) own, or to which I purport to (partially or wholly) own, the copyright or any publishing rights, I hereby grant to Producer, and have the complete, unfettered right to grant to Producer, an irrevocable, unlimited, perpetual, worldwide, royalty and payment-free license to use and reproduce such Materials in the Program, and in connection with any promotion, publicity, marketing, advertising or other exploitation of the Program and/or Producer, in any and all media now known or which may exist in the future. I understand that Producer make no representation that such Materials will or will not be used in any way.

I shall keep in strictest confidence and shall not disclose to anyone any information or materials of any kind relating to the Program, the Producer, the application and/or the application process (collectively, the “Confidential Information”). In addition, I will not advertise or promote the application process or my participation in the Program (if applicable) or receive or generate any monetary advantage from my application or participation in the Program (if applicable), or authorize anyone else to do so.

I agree that any dispute between me and any party constituting Producer in any way arising out of or related to this agreement, the Program, or any claim by me of any kind against any party constituting Producer as well as any dispute as to the arbitrability of any such controversy or claim, shall be resolved solely by mandatory arbitration between us. In this regard, I further agree and acknowledge that:

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A. Arbitration shall be final and binding on the parties, and that judgment thereon may be entered in any court of competent jurisdiction;

B. Any Arbitration pursuant to this agreement shall be conducted in New York, New York before a single arbitrator familiar with the television industry and pursuant to the American Arbitration Association’s (“AAA”) commercial arbitration rules;

C. The Producer and I are waiving our respective rights to seek remedies in court, including the right to a jury trial;

D. If it is determined by the Arbitrator that any party constituting Producer is financially liable to me in connection with the Program, the Materials or my Likeness, or any part thereof, or other materials submitted to Producer, including but not limited to copyright or trademark rights, I agree that the sole remedy that can be awarded in any Arbitration against the Producer shall be a monetary award in the amount that Producer has paid for a similar use of comparable materials or performance (or, if Producer has not previously paid for similar use, an amount equal to a standard fee in the cable television industry for such material or performance) and I expressly waive any right to any other form of relief, including but not limited to injunctive relief, any form of punitive damages and/or any alternate calculation of damages;

E. The prevailing party in any Arbitration pursuant to this agreement will be entitled to recover its costs and expenses, including reasonable attorneys’ fees and experts’ fees, which may be incurred in connection with such Arbitration; and

F. By signing this agreement I acknowledge that I am agreeing in advance to arbitrate any controversies or claims which may arise with the Producer.

G. I further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings.

This agreement, including but not limited to the mandatory arbitration provision, shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assigns and licensees. Producer may assign this agreement to any of its parent, subsidiary or affiliated companies.

I hereby agree that I have read and understand this agreement and that no oral representations of any kind have been made to me, and that this agreement states our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both myself and Producer.

Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed omitted, and this agreement with such provision or part thereof omitted, shall remain in full force and effect. This agreement shall at all times be construed so as to carry out the purpose hereof. I have signed this Release & Waiver and Rules & Eligibility Requirements:

Signature _____

Name (please print) _____

Date _____