

**HGTV Competition Show**  
**RELEASE AND WAIVER**

I, (Print Your Full Name) \_\_\_\_\_, understand, satisfy, and agree to be bound by the "HGTV Competition Show" (each a "Program") Official Rules and Eligibility Requirements and the instructions of Scripps Networks, LLC d/b/a HGTV ("HGTV"), its employees, Authentic Entertainment, LLC ("Producer"), and consultants. All information provided on this Participant Application is true and accurate and any false or misleading information submitted by me is grounds for my immediate elimination from consideration. I have answered and will answer all questions posed to me in connection with my Application honestly and accurately. I acknowledge and agree that (i) neither HGTV nor Producer has an obligation to interview me or select me as a participant in either Program; (ii) if HGTV cancels either Program or elects not to tape either Program, neither HGTV, Producer, nor any third party will have any obligation to me; (iii) HGTV shall have no obligation to air the Program; (iv) all decisions concerning the selection of the participants and all aspects of the Program (including, but not limited to, any judging and/or voting in conjunction with the Program or any aspect related thereto) shall be in the sole discretion of HGTV and/or Producer, are final, and are not subject to challenge or appeal.

By submitting my Participant Application, I grant to HGTV, Producer, and/or any of their respective licensees, assigns, parents, agents, subsidiaries, affiliated, or related entities (the "Released Parties") the right to record, reproduce, distribute, display, perform, adapt, modify, advertise, market, promote, publicize, advertise, exploit, or otherwise use in any and all media whether now known or hereafter devised, in whole or in part, throughout the universe in perpetuity in any and all languages (i) my name, voice, likeness, silhouette, performance, personality, and biographical material (collectively, "Likeness"), (ii) any materials (e.g., videos, photographs) that I may have provided in connection with my Participant Application or for participation in the Program ("Application Materials"); and (iii) any photos and video or recordings of any kind that HGTV and/or Producer will make of me in connection with the Program and my Participant Application ("Original Materials," and collectively with Likeness and Application Materials, the "Materials"). I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. Released Parties shall own the Original Materials.

By submitting my Participant Application, I authorize Released Parties to conduct civil, family court, criminal, financial, driver history, and any other type of background check deemed necessary by HGTV. HGTV reserves the right at any time in its sole discretion to disqualify any applicant from further consideration and/or participation in any Program or the application process based on the results of such background check.

HGTV and/or Producer may disclose any information contained within or derived from my Participant Application to third persons connected with the Program and to compile information from third parties in connection with such Participant Application and the application process about applicant's background, personal views, and opinions about life, design, television, the media, and the like (collectively, "Personal Information"). HGTV and/or Producer may reveal such Personal Information to third parties in the course of the application process and/or the Program and I hereby release, discharge, and holds harmless the Released Parties from any and all claims and damages arising from such compilation or disclosure of Personal Information.

HGTV reserves the right to use the Participant Application and Application Materials to evaluate me as a possible participant in programs other than the Programs ("Other Programs") and to share all such materials with HGTV's sister networks (Food Network, Cooking Channel, Travel Channel, DIY Network, and Great American Country (GAC)) for similar evaluation. Neither HGTV nor its sister networks is under any obligation to consider me as talent for Other Programs and any such agreement regarding services to be provided with respect to the same (if any) shall be subject to separate good faith negotiations between the applicable parties.

I acknowledge and agree that during the course of the Program I may be required to participate in construction and other activities, challenges, and conditions (including, but not limited to the use of hammers, saws, ladders, electric tools and other equipment and materials use in a home renovation) that are or may become hazardous and dangerous and that may expose me to risks of physical, emotional and mental stress, injury, disease, property damage and/or death. I understand that participation in the Program

may involve strenuous physical activities, shocking and frightening events, and emotionally difficult scenarios. Based on my understanding of the physical, emotional and mental requirements for participating in the Program, I represent and warrant that I am capable of performing the essential functions of a participant during the Program, including, without limitation, the activities and/or tasks required of me while constructing, building, designing, wiring and other activities in connection with the home renovating process. I acknowledge that I have freely and knowingly consented to participating in such potentially hazardous activities and I accept and assume all risks known or unknown of any nature (including, without limitation, the foregoing) that may arise in any way from or relate to my participation in the selection process for and/or participation in a Program. Neither HGTV, Producer, nor any third party shall provide or be obligated to furnish any type of insurance coverage to me in connection with the selection process and/or participation in a Program.

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 HGTV, the business of Producer or HGTV, any program produced by Producer and/or exhibited by HGTV, 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 HGTV. 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. I acknowledge and agree that my obligations with respect to confidentiality set forth in this application shall continue in perpetuity or until terminated by HGTV 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 and/or HGTV 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 HGTV 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 HGTV 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 HGTV in the event that I breach any of the confidentiality provisions of this application will be costly, difficult, and/or inconvenient.

I agree not to make any claim against the Released Parties for use of the Materials or Personal Information and hereby release, discharge, and hold harmless the Released Parties from any and all claims including, without limitation, claims for slander, libel, defamation, violation of rights of privacy, publicity, personality, and/or civil rights, depiction in a false light, intentional or negligent infliction of emotional distress, copyright infringement, and/or any other tort and/or damages arising from or in any way relating to the submission of a Participant Application, participation in the selection process, participation in a Program, the use of Personal Information, and/or Materials as provided herein.

I acknowledge and agree that in the event I am selected as a finalist or potential alternates for the Program I must complete and timely return a separate finalist agreement, which may include, among other documents: a background check questionnaire and confidentiality Agreement (all forms will be furnished to me by HGTV and/or Producer). If I am a finalist then upon request, I must sign any additional releases or authorizations that HGTV and/or Producer, in their sole discretion, deems necessary.

I agree that I am not and will under no circumstances as a result of the submission of a Participant Application, participation in the selection process, participation in the Program, the use of the Personal Information or Materials as provided herein, or for any other reason in connection with my application and/or participation in the Program, become an employee or an independent contractor of the Producer and/or Released Parties and will not make any claims against Producer and/or Released Parties, including, without limitation, claims for compensation or benefits, derived from any allegation of status as an employee. I acknowledge and agree that my relationship to Producer and/or Released Parties is and shall be

limited solely to that of a grantor of rights.

This agreement shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assigns, and licensees. HGTV or Producer may assign this agreement to any of its parent, subsidiary, affiliated, or related companies. I shall not have any right to seek any injunctive or equitable relief whatsoever against the Program, the Released Parties, or in connection with any other production of the Released Parties.

This Release and Waiver shall be construed under and governed by the laws of the State of New York, without regard to the conflict of law rules thereof. The parties hereby submit to the jurisdiction of the state and federal courts of the State of New York for the purpose of resolving any dispute arising out of or resulting from this agreement.

I agree that I have read and understand this agreement, that no oral representations of any kind have been made to me, and that this agreement and the provisions of the Official Rules state 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 me and an authorized representative of HGTV. 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 on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signature \_\_\_\_\_

Name (please print) \_\_\_\_\_