

Food Network Star (Season 11)
PARTICIPANT APPLICATION

MATERIALS RELEASE

For good and valuable consideration, the receipt which is acknowledged, the undersigned grants to Scripps Networks, LLC, or its authorized representative, licensees, successors, and assigns (collectively, "SCRIPPS"), the right and license to enter upon and to take photographs (stills, film, tape or otherwise) of the items hereafter identified which are located at the "Location Address" listed below; this Materials Release shall also govern any materials (as hereafter defined) which I may furnish to SCRIPPS. The items to be photographed or covered by this release may include, without limitation, photographs, paintings, pictures, slides, posters, letters, books, newspapers, statuary, exhibits, graphics, art or objects of any nature or kind, such items being hereafter collectively referred to as materials (the "Materials "). The rights granted to SCRIPPS include the right to refer to the titles of the Materials and their creators by their correct or assumed names. All images of the Materials captured on film, on tape or otherwise shall be referred to in this Materials Release as the recordings (the "Recordings").

I agree that SCRIPPS shall (i) have the right to use the Recordings, in whole or in part, in any manner or media (whether now existing or created in the future), in perpetuity, in all languages, throughout the universe, and (ii) be entitled to use the Recordings as SCRIPPS deems appropriate, including, without limitation, for promotion and publicity purposes and (iii) own all rights in the Recordings. "Media" for purposes of this Materials Release shall include by way of illustration only: television broadcasts and rebroadcasts, newspapers, magazines, books (both paper and electronic), Internet, radio (both terrestrial and Internet-based), videotapes, CDs, DVDs and electronic databases.

SCRIPPS is under no obligation to use or exhibit the Recordings in any manner. I waive (i) the right to inspect or approve of any use of the Recordings, (ii) any rights to injunctive relief I may have in connection with this Materials Release, and (iii) the right to revoke this Materials Release.

I agree to hold harmless and indemnify SCRIPPS, its licensees and assigns from all claims, demands, causes of action, damages, liabilities of any kind, and reasonable attorneys' fees which may arise out of or in connection with the making and/or use of the Recordings, specifying that SCRIPPS shall not use the Recordings in any manner that is embarrassing, detrimental or disparaging to me as shown in the Recordings.

I agree that no sum shall be due to me for execution of this Materials Release and SCRIPPS shall not be obligated to pay me or any third party any sum whatsoever, regardless of the time or method of any future use of the Recordings.

This Materials Release shall be governed by the laws of the State of New York (excluding conflicts of law principles), regardless of the place of its physical execution and shall be binding on my legal representatives, heirs, and assigns and upon SCRIPPS, its licensees, and assigns. I represent and warrant that I am the sole owner (or the sole owner's authorized representative) or the sole legal custodian (or the sole legal custodian's authorized representative) of the Materials and have the right, power and authority to grant the rights set forth in this Materials Release. This Materials Release represents the entire understanding in effect between the parties.

Items covered by this Materials Release: _____

Agreed to and Accepted:

By: _____ Location Address: _____

(signature)

Name: _____ Company Name: _____

(please print)

Telephone No.: _____ Mailing Address (if different from above): _____

Date: _____