

Food Network Star (Season 13)
PARTICIPANT APPLICATION

RELEASE AND WAIVER

I, (Print Your Full Name) _____, understand, satisfy, and agree to be bound by the ““Food Network Star”(each a “Program,” and collectively, the “Programs”) Official Rules and Eligibility Requirements and the instructions of Scripps Networks, LLC d/b/a FOOD NETWORK (“FOOD NETWORK”), its employees, the producer of the Program (“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 FOOD NETWORK nor Producer has an obligation to interview me or select me as a participant in either Program; (ii) if FOOD NETWORK cancels either Program or elects not to tape either Program, neither FOOD NETWORK, Producer, nor any third party will have any obligation to me; (iii) FOOD NETWORK 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 FOOD NETWORK and/or Producer, are final, and are not subject to challenge or appeal.

By submitting my Participant Application, I grant to FOOD NETWORK, 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 FOOD NETWORK 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 FOOD NETWORK. FOOD NETWORK 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.

FOOD NETWORK 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, food, television, the media, and the like (collectively, "Personal Information"). FOOD NETWORK 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.

FOOD NETWORK 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 FOOD NETWORK’s sister networks (HGTV, Cooking Channel, Travel Channel, DIY Network, and Great American Country (GAC)) for similar evaluation. Neither FOOD NETWORK 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.

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I understand that activities and events arranged by FOOD NETWORK and/or the Producer may be related to working and performing in a kitchen (including, but not limited to, stoves, ovens, knives and other kitchen equipment), as well as on location, on television sets, and the like may expose me and others to the risk of serious injury, illness, disease, property damage, and/or death. 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 FOOD NETWORK, 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.

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 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. FOOD NETWORK 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 Tennessee, 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 Tennessee, Knox County 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 FOOD NETWORK. 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) _____