

## ELIGIBILITY REQUIREMENTS AND RELEASES

This release is made to allow Matador Content, LLC (“Producer”) to consider the undersigned (“you”) as a participant in a television production which is currently entitled “Knight Fight” (the “Program”). You are giving this release in conjunction with the application (collectively, with this release, “Application”) to which this release is attached and in consideration for Producer to continue to consider you to potentially participate in the Program. You recognize that your signature on this release is a condition of Producer permitting you to potentially be a participant in the Program. Accordingly, you acknowledge and agree as follows:

1. You are currently at least eighteen (18) years of age.
  
2. You are not a candidate for public office and agree not to become one until one (1) year after the initial exhibition of the last episode of the Program in which you appear, if selected as a participant for the Program.
  
3. You must not have appeared on another reality program within the last twelve (12) months.
  
4. You must be either a U.S. citizen or a permanent legal resident of the United States by the time production begins on the Program.
  
5. You will need to be available for the production dates (to be determined by Producer) and be willing to travel to a location or locations designated by Producer in connection with production of the Program.
  
6. Please list below anyone you know or have known (including, without limitation, any member of your immediate family or anyone living in your household) who may be or may have been within the past two (2) years an employee, officer, director, agent or representative of any of the following:
  - (a) Matador Content, LLC (including its designees, licensees, affiliates, parents, subsidiaries, successors and/or assigns, collectively, “Producer”).
  - (b) Any person or entity involved in the development, production or distribution or other exploitation of the Program or any variation thereof;
  - (c) Any sponsor of the Program or its advertising agency; or
  - (d) Any person or entity supplying services or prizes to the Program (if and as applicable).

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Producer and/or the applicable network (“Network”) reserve(s) the right to remove from the Program any person (including you and/or anyone who may appear with you on the Program) whom Producer and/or Network determine(s), in Producer’s and/or Network’s sole discretion, is sufficiently connected with the Program or any of the Releasees (as defined below) such that such person’s participation in the Program could affect the integrity of the Program. Conversely, Producer and/or Network reserve(s) the right to allow any person to remain part of the Program who may have a connection with the Program or any of the Releasees if, in Producer’s and/or Network’s sole discretion, Producer and/or Network determine(s) that such person’s involvement in the Program does not and will not affect the integrity of the Program. Such decisions shall be final and are not subject to challenge or appeal.

**REPRESENTATIONS, WARRANTIES AND RELEASES:**

You agree:

7. If you are selected as a potential participant for the Program, you shall execute waivers and release agreements, including, but not limited to, a background questionnaire, longer form applicant agreement and other agreement(s) and/or document(s) as required by Producer, Network and/or their respective licensees, successors or assigns. Any offer to become a participant in the Program may be conditioned upon your submission to a background check, psychological evaluation, and/or medical evaluation, in accordance with applicable laws.

8. You hereby give the following representations, warranties, acknowledgements, consents and releases:

(a) By signing below, you hereby represent, warrant, acknowledge, and agree that: (i) you have read and you meet and agree to be bound by the eligibility requirements set forth in this Application; (ii) you have completed this Application honestly and accurately; (iii) if any of the information in this Application is found to be false or incomplete, it will be grounds for dismissal from the participant selection process and/or from the Program (if selected); (iv) even if you meet the eligibility requirements, Producer has no obligation to interview you and/or select you as a participant; (v) you agree to keep strictly confidential all information about the Program that you acquire during the participant selection process and/or during your participation in the Program (if applicable); (vi) even if you are selected as a participant, Producer has no obligation to produce the Program and there is no obligation to exhibit the Program, even if produced; (viii) all decisions by Producer concerning selection of participants are final and not subject to challenge or appeal; and (ix) Producer has no obligation to return any Materials (as defined below) or any other material submitted by you as part of or otherwise in connection with the participant selection process (including without limitation, any Photographs and/or Video Submissions, as such terms are defined below) whether or not you are 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 the Application, you hereby consent to the recording, use and reuse by Producer, Network, their respective licensees, successors or assigns and each of their respective licensees, successors, assignees, parents, related companies, subsidiaries (whether or not wholly-owned), affiliates, divisions, and the past, present and future officers, directors, agents, representatives, employees, successors and assigns of each of the foregoing, jointly and individually (hereinafter collectively referred to as "Releasees"), of your name, voice, actions, likeness (actual or simulated), sobriquet, appearance, biological and biographical information, and any information contained in, derived from or obtained in connection with the Application (collectively, "Likeness"), as well as any audio-visual recordings and/or photographs of you taken during the participant selection process and any materials submitted by you (or that you may submit), including, but not limited to, photograph(s) (each a "Photograph") and/or video(s) submitted by you or otherwise in connection with the Application (each, a "Video Submission"; and, collectively, with the Photographs and/or Video Submissions and/or any materials submitted by you, "Materials") in connection with the Application, the participant selection process, and the Program, as edited, altered, or modified by the Releasees, in any and all media, whether now known or hereafter devised, throughout the universe, in perpetuity, including, without limitation, in and in connection with the development, production, distribution and/or exploitation of the Program and/or any other production, and the advertising, promotion, publicity, marketing, and merchandising thereof, without any compensation whatsoever. You agree that the Releasees may use all or any part of your Likeness and/or the Materials, including in any and all promotions, marketing, advertising or publicity, and may alter or modify such Likeness and/or the Materials regardless of whether or not you are recognizable. By signing below and submitting the Application, you warrant and represent that everyone appearing in any Photograph(s) and/or Video Submission(s) and anyone who may have taken such Photograph(s) and/or shot such Video Submission(s) agrees that such Photograph(s) and/or Video Submission(s) may be used, as edited, altered, or modified by the Releasees, in any and all media, whether now known or hereafter devised, throughout the universe, in perpetuity, including, without limitation, in and in connection with the development, production, distribution and/or exploitation of the Program and/or any other production, and the advertising, promotion, publicity, marketing, and merchandising thereof, without any compensation whatsoever. You further warrant and represent that you have all rights, licenses, permissions and consents necessary to submit the Materials and to grant all of the rights that you have granted to Producer herein, and that you have obtained written permission when taking any Photograph(s) and/or recording each and every part of the Video Submission(s) on private property not owned or controlled by you, where such permission is required. You further agree that Releasees exclusively own all right, title, and interest (including, without limitation, all copyrights and extensions and renewals thereof) in and to any such Materials. Without in any way limiting the foregoing, if you perform or include any music (other than music supplied to you by Producer) in connection with your application or the Program, you represent and warrant that you own all rights to such music ("Music"), including, without limitation, the copyright and all renewals and extensions thereof, and you grant Producer the right to record, reproduce and publicly perform the Music in and in connection with the Program or any other work. Without in any way limiting the waivers and releases set

forth herein, you waive any claims to royalties of any kind, whether accruing now or in the future, from Producer or its licensees, successors or assigns for the use of the Music, including, without limitation, any applicable copyright, public performance, mechanical and synchronization royalties. You grant the rights hereunder whether or not you are selected as a participant in the Program. You hereby release Releasees from any and all liability arising out of their recording or use of your Likeness, the Materials and/or the Music and any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' fees) in any way arising out of or resulting from the recording or use of your Likeness, the Materials (including, without limitation, in connection with the activities performed in the Materials) and/or the Music. You agree not to make any claim against any of the Releasees as a result of the recording and/or use of your Likeness, the Materials and/or the Music (including, without limitation, any claim that such use defames you or invades any right of privacy and/or publicity). You understand that you will not be paid any money for giving Releasees these rights or for signing the Application.

(c) You agree to defend, indemnify and hold harmless each of the Releasees 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 your breach of any representations, warranties, or covenants made by you in this Application.

(d) You agree to take 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 or its licensees, successors or assigns rights in the Materials, your Likeness and/or the Music, 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, your Likeness and/or the Music in perpetuity and throughout the universe, in any manner or medium, whether now existing or hereafter developed, without separate compensation to you or any other person or entity.

(e) You understand that the participant selection process will involve subjective decisions made by certain individuals selected by Producer or its licensees, successors or assigns, in their sole discretion. You understand and agree that all participant selection and elimination decisions shall be final and binding on you in all respects, and shall not be subject to challenge or appeal by you, your heirs, successors, licensees, or assigns.

(f) You represent and warrant you are in excellent physical, emotional, psychological, and mental health and are capable of and consent to performing any activities that might be required of a potential participant of the Program (even though you may not know now precisely what those activities may entail), which may involve strenuous physical activities, embarrassing and/or unflattering activities and/or scenarios, shocking and frightening events, and emotionally difficult scenarios. You are solely responsible for determining whether you are capable of participating in the application process and/or the Program and in the

activities in connection with the application process and/or the Program and that while conduct, statements or any other occurrences in connection with the application process and/or the Program may otherwise constitute an actionable tort or other claims or causes of action, you have freely consented to such conduct and assume the risks thereof, and agree that such claims or causes of action are included in those that are released as set forth below. You shall notify Producer prior to participating in the application process and/or the Program of any overall physical, emotional, psychological or mental condition that might affect you or any other people involved in the application process and/or the Program. Moreover, you shall notify Producer immediately if, at any time, you have any concern about participating in any application process and/or Program activity. YOU ACKNOWLEDGE THAT NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER HAVE BEEN MADE TO YOU BY PRODUCER REGARDING YOUR QUALIFICATIONS OR ABILITY TO PARTICIPATE IN THE PROGRAM, THE QUALIFICATIONS OF OTHERS PARTICIPATING IN THE PROGRAM OR THE ABILITY OF OTHERS TO PARTICIPATE IN THE PROGRAM.

(g) By signing below and submitting the Application, you hereby release the Releasees and any and all entities, including without limitation, television stations or channels, cable networks, or satellite networks, websites and digital and mobile platforms that exhibits the Program, the Materials, your Likeness and/or the Music, the other participants in the Program, the advertisers and each of and their respective agencies connected with any program in which the Materials, your Likeness and/or the Music appear (including, without limitation, the Program), each of their respective parent, subsidiary and affiliated companies, all other persons and entities connected with the Program, and the respective officers, directors, agents, representatives, employees, successors, assignees, and licensees of each of the foregoing 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, your participation in or in connection with the Program or the use of Materials, your Likeness and/or the Music, including, without limitation, your participation in the participant selection process of the Program, any travel for or in connection with the Program, including, without limitation, any travel to a foreign country, any exploitation of the Program or your appearance on the Program or in the Materials and/or the Music, the failure by Producer to select you as a participant, the cancellation of the Program, or the exercise by Producer of any rights granted by you with respect to the Program or the Materials, your Likeness and/or the Music, 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 (including, without limitation, attorneys' fees) of any kind resulting from the actions of another participant or any other third party at any time.

(h) You hereby authorize Producer to investigate, access and collect information about you, about any of the statements made by you in the Application, any supporting documents and any other document that you submit, have signed or do sign in connection with your application to be selected as a participant in the Program, or any other written or oral

statements you make in connection therewith. Without limiting the foregoing, you irrevocably authorize Producer to secure information about your experiences from your current and former employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, any branch of the military and any references you have provided, and you irrevocably authorize such parties to provide information concerning you. You hereby unconditionally and irrevocably release and forever discharge all such parties and persons, as well as the Releasees, from any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' fees) arising out of or in connection with any such investigation. You specifically authorize the investigation of your employment records, medical records, and government records, including, but not limited to, your motor vehicle records, criminal records, civil records, military records, credit and/or consumer report(s). You acknowledge and agree that any such information obtained by Producer pursuant to this paragraph or otherwise may be used for purposes of selecting participants for the Program, and may be described or otherwise relayed in and in connection with the Program, any another program, and/or any advertising, promotion or publicity therefor.

(i) You hereby authorize Producer and any person or entity designated by Producer to conduct psychological and physical examinations of you as required by Producer, in Producer's sole discretion to the maximum extent permitted by law. You further authorize the individuals conducting such examinations of you to disclose to Producer and their representatives all information about you obtained in connection with such examinations, and authorize Producer to utilize such information in selecting participants for the Program. Additionally or in the alternative (in Producer's sole discretion), you will provide Producer with certification from your personal physician stating that you are physically fit and have no medical condition that would prevent you from participating in the Program, and that engaging in the Program would not endanger your health in any way or give rise to any medical condition or exacerbate any medical condition you may have.

(j) Whether or not you are selected to be a participant on the Program, you 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 its licensees, successors or assigns, the business of Producer, any program produced by Producer and/or exhibited Producer's licensees, successors or assigns, including, without limitation, any information concerning or relating to the Program, the Program's applicants, the participants, the location(s) of the Program, the events contained in the Program, and/or the outcome of any contest in or episode of the Program, that you read, hear or otherwise acquire or learn in connection with or as a result of your applying to be a participant on the Program or (if you are selected to be a participant) as the result of your experiences as a participant on the Program (collectively, the "Confidential Information"). You acknowledge and agree that the Confidential Information are confidential and the exclusive property of Producer or its licensees, successors or assigns. At no

time will you ever, directly or indirectly, divulge in any manner or use or permit others to use any of the Confidential Information.

9. As used herein, "Producer" shall include Matador Content, LLC, its parent, subsidiaries, affiliates, licensees, successors, and assigns, and each of their respective officers, directors, shareholders, employees, agents, and representatives. You agree that Producer may license, assign, and otherwise transfer the Application and all rights granted by you hereunder to any person or entity. 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.

10. 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 CONFIDENTIAL ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF, INCLUDING ITS OPTIONAL APPEAL PROCEDURE (THE "JAMS RULES", AVAILABLE AT [WWW.JAMSADR.COM](http://WWW.JAMSADR.COM), 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 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 OR A RETIRED JUDGE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF LOS ANGELES. 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 THE FOREGOING, YOU RECOGNIZE THAT GIVEN THE UNIQUE NATURE OF THE PROGRAM AND THE COMMERCIAL REALITIES OF THE ENTERTAINMENT INDUSTRY, WHICH RELY UPON CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS, ANY ACTUAL OR ANTICIPATED BREACH OF YOUR CONFIDENTIALITY OBLIGATIONS PURSUANT TO THIS APPLICATION, OR ANY INFRINGEMENT BY YOU OF PRODUCER'S AND/OR ITS LICENSEES, SUCCESSORS OR ASSIGNS INTELLECTUAL PROPERTY RIGHTS, WOULD CAUSE PRODUCER AND/OR ITS LICENSEES, SUCCESSORS OR ASSIGNS IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, YOU AGREE THAT PRODUCER AND/OR ITS LICENSEES, SUCCESSORS OR ASSIGNS SHALL BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT.

11. This Application shall be interpreted under the internal, substantive laws of the State of California without regard to the conflicts of law provisions thereof. To the extent that the arbitration provisions of this Application are not enforced or court proceedings are otherwise required, commenced or maintained, the parties submit to the *in personam* jurisdiction of the

Los Angeles County Superior Courts and the United States District Court for the Central District of California, and waive any objections that they may have as to jurisdiction or venue in any such courts.

By signing below, you hereby acknowledge that you have read, understand, and agree to be bound by all of the terms and conditions of the foregoing and that all information provided in this Application is true and complete.

**I have read, understand, and agree with the foregoing. 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 Numbers: \_\_\_\_\_

Date of Birth\*: \_\_\_\_\_

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