

The One (Working Title)(referred to herein as the "Program") Application & Release

PERSONAL

First Name _____ Middle _____ Last _____

Full legal name as it appears on your travel documents is required above

Nickname /Aliases / Maiden Names: _____

Have you ever formally or otherwise changed your name? If so, what other names have you used and why?

Hair Color: _____ Eye Color: _____

CONTACT INFORMATION

Address: _____ Home Phone: _____

City: _____ Wk. Phone: _____

State/Zip: _____ Mobile: _____

Email Address: _____ Fax: _____

Face book / Twitter / Other: _____

In what town / city did you grow up? _____

What city do you currently reside in? _____

Emergency Contact: _____ Phone: _____

EDUCATION / EMPLOYMENT / STATUS

Highest level of education completed: _____

What college or University did you attend? _____

Degree(s): _____

Current Occupation: _____ How long at current Job? _____

Are you a permanent legal resident of the United States? Yes / No

Do you have a valid U.S. Passport ? Yes / No

How many serious relationships have you been in? _____

What happened to end those relationships? _____

How would your ex-girlfriends describe you? _____

Have you ever been married? If yes, how many times and why did the marriage(s) end ?

Yes / No

If you have never been married - Are you genuinely looking to get married now? Yes / No / Why / Why Not?

Why do you think you would make a great husband? _____

Do you have any children? If yes, how many, what are their names and ages? _____

If you do not have children: Do you want children and if so how many? _____

Do you have any siblings? If yes, how old are they and where do they live? _____

Where do your parents live? _____

What kind of a relationship do you have with your family? Please explain the dynamics. _____

How would your family feel about you being our leading man? _____

Does anyone in your family pressure you about finding a partner? If yes, please explain. _____

Do you think your family might be open to participating in the process (being on TV etc) ? _____

Do you think its possible to find love on a TV show, Why or why not? _____

Do you believe in love at first sight: why or why not? _____

Why would you want to find your spouse on our show? _____

Describe your perfect mate in terms of physical appearance, personality etc? _____

What are your turn offs when it comes to finding a partner? _____

Tell us something about yourself that we might not know by looking at you? _____

What (3) words would you use to describe yourself?

(1) _____ (2) _____ (3) _____

What (3) words would your best friend use to describe you?

(1) _____ (2) _____ (3) _____

Do you have more male friends or female friends? Please explain _____

Do you possess any special skills, qualities, attributes that set you apart from other guys? _____

What are your hobbies... What do you do in your free time? _____

Do you drink alcoholic beverages? If so, how often, how much? _____

What is the accomplishment of which you are most proud? _____

Why are you America's most eligible man? _____

Have you ever been a performer, or participant on television, radio or film? If yes, please provide details.

If you answer "yes" to any of the following questions you must provide as much information as possible – including dates, judgements, cities, etc for each instance

Have you ever been arrested, detained or convicted of a felony or misdemeanor offense either as a juvenile or as an adult? If so, please provide details and dates. (You should exclude convictions more than two years old for any marijuana offense, convictions for which the record has been judicially ordered sealed, expunged, or statutorily eradicated, and any misdemeanor conviction for which probation has been successfully completed or otherwise discharged and the case has been judicially dismissed.)

Have you ever been or are you currently involved in any litigation? If so please explain in detail. _____

Have you ever had a restraining order issued against you? If so, tell us about it. Use the back of this page or attach additional sheets if necessary. Give details, including, without limitation, date(s), place(s), name of the party seeking the temporary restraining order and relationship of such party to you, and a description of the basis upon which the temporary restraining order was sought, whether it was issued, and the basis upon which it was issued.

Do you have any outstanding warrants? If so, please explain in detail. _____

Have you ever placed a restraining order against someone else? _____

Have you ever filed for bankruptcy or chapter 11? _____

Is there anything about your life that you would not want publicly revealed on TV? _____

Do you have any events / special occasions / commitments in the next (6) months that are not movable?

ELIGIBILITY REQUIREMENTS AND RELEASES

- 1) You must be at least 21 years old and the age of majority in your state of residence.
- 2) You must be a permanent legal US resident.
- 3) You must not be a candidate for public office and must agree not to become one until after one (1) year after the initial exhibition of the episodes of the Program in which you appear, if selected as a participant.
- 4) Ticking Time Productions, Inc. or its designee ("Producer") and NBCU (as defined below) reserve the right to render ineligible any person who Producer or NBCU determines, in the sole discretion of either of Producer or NBCU, is sufficiently connected with the production, administration, judging, or distribution of the Program, such that his/her participation in the Program could create the appearance of impropriety. Producer and NBCU may also consider whether you or any member of your immediate family or anyone living in your household is or has been within the last two (2) years an employee, officer, director or agent of any of the following:
 - (i) Producer or any other person or entity involved in the development, production, distribution or other exploitation of the Program or any variation thereof;
 - (ii) NBCUniversal Media, LLC, any of its parent, subsidiary or affiliated entities, or any station it owns and operates (collectively, "NBCU");
 - (iii) Any sponsor of the Program or its advertising agency; or
 - (iv) Any person or entity supplying goods, services or prizes (as applicable) to the Program.

Please list any such relationships here; if none, write "None."

- 5) If you are selected as a potential participant you must execute waivers and release agreements required by Producer and NBCU or any of their licensees, successors or assigns.
- 6) You will need to be available to the production for a minimum of six (6) consecutive weeks in 2012 (dates to be determined, and are subject to change, in Producer's sole discretion) and be willing to travel to various locations

- 7) Any offer to become a participant may be conditioned upon your submission to a background check, and physical and psychological examinations to be conducted in Los Angeles, CA, by medical professionals selected by and paid for by the Producer, and the certification of the medical professionals that you meet all physical and psychological requirements. You must be willing to submit medical information to the production, and you must be willing to submit to a medical examination, psychological examination, and background check.
- 8) In exchange for Producer's consideration of you as a participant in the Program, you hereby give the following representations, warranties, acknowledgements, consents and releases:

(a) I desire to voluntarily participate in interviews and auditions for the Program and, if selected, in the Program (collectively, the "Activity"). In connection with my participation in the Activity (including, without limitation, in the Program, if selected), and by signing below, I hereby represent, warrant, acknowledge, and agree that: (i) I have read, and I meet and agree to be bound by the eligibility requirements; (ii) I have completed this Application & Release honestly and accurately; (iii) if any of the information in this Application & Release is found to be false or incomplete, this will be grounds for dismissal from the Program participant selection process, and/or from the Program contest (if any), if selected; (iv) even if I meet the eligibility requirements, Producer has no obligation to further contact me, to interview me, and/or select me as a participant; (v) even if I am selected as a participant, Producer has no obligation to conduct the Program contest (if any) or produce the Program, and NBCU has no obligation to exhibit it, even if produced; (vi) all decisions by Producer concerning selection of the participants are final and not subject to challenge or appeal; (vii) Producer has no obligation to return any materials submitted by me as part of the Application & Release whether or not I am selected as a participant; (viii) I am in good health, and I have no mental, physical or emotional condition that might interfere with my engaging in the Activity (including, without limitation, in the Program, if selected); (ix) I am not under the influence of any medication, drugs or other substance that might impair my physical or mental ability to engage in the Activity (including, without limitation, in the Program, if selected) or that might impair my judgment while engaging in the Activity (including, without limitation, in the Program, if selected); (x) I will follow all rules made and directions given by Producer and NBCU and their representatives in connection with the Activity (including, without limitation, the Program, if selected); and (xi) I agree to keep strictly confidential all information about the Activity (including, without limitation, the Program) that I acquire during the participant selection process and/or my participation in the Activity (including, without limitation, in the Program, if selected).

(b) By submitting this Application & Release, I hereby consent to the recording, use and reuse by Producer, NBCU, and any of their respective licensees, successors, assignees, parents, subsidiaries, or affiliated entities, and each of their respective employees, agents, representatives, officers and directors (collectively "**Releasees**") of my voice, actions, likeness, name, appearance, biographical material, and any information contained in, derived from or obtained in connection with my application to be a participant in the Program or in any materials submitted by me in connection with my application (collectively "**Likeness**"), as edited, altered, or modified by the Producer or by any of the other Releasees, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program or any other work. I agree that the Releasees or any of them may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. I further agree that the Releasees exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any and all recordings made by them and in and to any and all video that I have provided in connection with my application and any other materials that I have provided or may provide in connection with my application or the Program (collectively, the "**Materials**"), including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. Without in any way limiting the foregoing, if I perform or include any music (other than music supplied to me by Producer) in connection with my application or the Program, I represent and warrant that I own all rights to such music, and I grant Producer the right to record, reproduce and publicly perform any such music in and in connection with the Program or any other work. Without in any way limiting the waivers and releases set forth herein, I waive any claims to royalties of any kind, whether accruing now or in the future, from Producer and NBCU for the use of any such music, including, without limitation, any applicable copyright, public performance, mechanical and synchronization royalties. I further agree that Releasees may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I understand that I will not be paid any money for giving Releasees these rights or for signing this Application & Release.

(c) I understand that it may be a federal offense, unless disclosed to Producer prior to the exhibition of the Program, if any, to do any of the following: (i) give or agree to give any member of the production staff and anyone associated in any manner with the Program or any representative of Producer any portion of my compensation or anything else of value to arrange my appearance in the Program, or (ii) accept or agree to accept anything of value to promote any product, service or venture on the air or to use any prepared material containing such a promotion. I represent and warrant that I gave nothing of value nor did I agree to give anything of value to anyone so I could be

had. I shall notify Producer and network on which the Program will air immediately if any person attempts or has attempted to induce me to do anything in violation of the foregoing or which is in any way dishonest.

(d) I hereby authorize Producer and any person or entity designated by Producer to investigate, access and collect information about me, about any of the statements made by me in my application, this Agreement, any supporting documents and any other documents that I have signed or provided or do sign or provide in connection with my application to be selected as a participant in the Program, or any other written or oral statements I make in connection therewith. I irrevocably authorize Producer and any person or entity designated by Producer to secure information about me and my experiences from my current and former employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, any branch of the military, and any references I have provided, and I irrevocably authorize such parties to provide information concerning me. I hereby unconditionally and irrevocably release and forever discharge Producer, the persons or entities designated by Producer, and all such parties and persons from any and all liabilities arising out of or in connection with any such investigation. I specifically authorize investigation of my employment records, medical records, and government records, including but not limited to my motor vehicle records, criminal records, civil records, military records, credit and consumer report(s). I acknowledge and agree that any such information obtained by Producer or by any person or entity designated by Producer pursuant to this paragraph or otherwise may be used for purposes of selecting participants in the Program or in the course of producing the Program, and may be described or otherwise related in and in connection with the Program, in and in connection with another program, and in and in connection with any advertising, promotion or publicity for the Program or other program.

(e) I hereby authorize Producer and any person or entity designated by Producer to conduct psychological and physical examinations of me as required by Producer, in Producer's sole discretion to the maximum extent permitted by law. I further authorize the individuals conducting such examinations of me to disclose to Producer and their representatives all information about me 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), I will provide Producer with certification from my personal physician stating that I am physically fit and have no medical condition that would prevent me from participating in the Program, and that engaging in the Program would not endanger my health in any way or give rise to any medical condition or exacerbate any medical condition I may have.

(f) I understand that the participant selection process will involve subjective decisions made by certain individuals selected by Producer and/or NBCU in their sole discretion. I understand that the participant selection process may also involve subjective decisions made by the public. I further understand that those certain individuals, NBCU, Producer and/or other persons or entities may be acquainted with or have some familiarity with some or all of the applicants to varying degrees. I understand and agree that all participant selection and elimination decisions shall be final and binding on me in all respects, and shall not be subject to challenge or appeal.

(g) I further acknowledge and agree that Producer reserves the right to consider and select participants who are not able to attend an open casting call and that Producer shall have sole discretion and control over every aspect of selecting participants, and Producer's decisions on all matters related to selecting participants shall be final and binding and not subject to challenge or appeal.

9) **RELEASE AND AGREEMENT NOT TO SUE.** My participation in the Activity (including, without limitation, in the Program, if selected) is at my own risk. On behalf of me, my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns (collectively, the "Releasing Parties"), I, to the maximum extent permitted by law, release and discharge unconditionally and irrevocably Releasees from and against any and all claims, liens, agreements, contracts, actions, suits, costs, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden arising out of or in connection with my application to participate in the Program; my participation or appearance in or removal from the Activity (including, without limitation, my participation or appearance in or removal from the Program, if selected); the activities associated with the Activity (including, without limitation, the Program); any actions of me or Producer in connection with that application or participation (including any investigation conducted by Producer in connection with that application, whether as specifically authorized under this release or otherwise); Producer's selection or failure to select me as a participant; or any Releasees' use of any of the rights granted by me herein, including, without limitation, the Releasees' recording and/or use or failure to use the Materials or my name, voice or likeness in any manner, or any exploitation of the Program, my Likeness or the Materials (all of the foregoing collectively referred to as the "Released Claims"). The Released Claims include, without limitation, claims for any injury, illness, damage, loss or harm to person or property, whether based on negligence, wrongful death, personal injury, infliction of emotional distress, products liability, trespass, breach of contract, breach of any statutory or other duty of care owed under applicable laws, negligent or intentional infliction of emotional distress, libel, slander, defamation, false light, false imprisonment, invasion of privacy, publicity or personality.

extent permitted by law, I agree not to sue Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use defames me or invades any right of privacy and/or publicity) or for any reason based on any of the Released Claims hereunder.

I and the other Releasing Parties acknowledge that there is a possibility that subsequent to the execution of this release, I or they will discover facts or incur or suffer claims that were unknown or unsuspected at the time this release was executed, and which if known by me at that time may have materially affected my decision to execute this release. I and the other Releasing Parties acknowledge and agree that by reason of this release, I and the other Releasing Parties are assuming any risk of the existence of such unknown facts and such unknown and unsuspected claims. I and the other Releasing Parties have been advised of the existence of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. I and the other Releasing Parties knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law, or rule of similar effect of any jurisdiction throughout the world, and acknowledge and agree that this waiver is an essential and material term of this release.

10) **CONFIDENTIALITY**. 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 NBCU, the business of Producer or NBCU, any program produced by Producer and/or exhibited by NBCU, 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 NBCU. 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 & Release shall continue in perpetuity or until terminated by NBCU by giving me written notice of termination. In no event will I have the right to terminate my confidentiality obligations under this Application & Release. I acknowledge that in the event I breach the confidentiality or any other provisions of this Application & Release, my breach may, in the sole discretion of Producer and/or NBCU, 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 & Release would cause Producer and NBCU 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 NBCU 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 & Release by me.

11) As used herein, “**Producer**” shall include Ticking Time Productions, Inc., its designees, licensees, successors, and assigns, and each of their respective officers, directors, shareholders, employees, agents, and representatives. I agree that Producer may license, assign, and otherwise transfer this Application & Release and all rights granted by me under this Application & Release to any person or entity.

12) **CHOICE OF LAW**. This Application & Release shall be interpreted under the internal, substantive laws of the State of California, without regard to the conflicts of law provisions thereof.

13) **MEDIATION & ARBITRATION**. The parties agree that if any controversy or claim arising out of or relating to this Application & Release 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, INCLUDING, WITHOUT LIMITATION,**

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 LICENSED TO PRACTICE LAW IN CALIFORNIA AND BE EXPERIENCED IN THE ENTERTAINMENT INDUSTRY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF LOS ANGELES. THE PARTIES AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS APPLICATION & RELEASE 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 & RELEASE OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. NOTWITHSTANDING THE FOREGOING, I 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 MY CONFIDENTIALITY OBLIGATIONS PURSUANT TO THIS APPLICATION & RELEASE, OR ANY INFRINGEMENT BY ME OF PRODUCER'S OR NBCU'S INTELLECTUAL PROPERTY RIGHTS, WOULD CAUSE PRODUCER AND NBCU IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, I AGREE THAT PRODUCER AND NBCU SHALL BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT.

14) SEVERABILITY. The illegality, invalidity or unenforceability of any provision of this Application & Release shall in no way affect the validity or enforceability of any of the remainder of this Application & Release, which shall be enforced to the maximum extent permitted by law.

I have read, understand, and agree with the foregoing. I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS APPLICATION & RELEASE, INCLUDING, WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS APPLICATION & RELEASE.

Signature: _____ Date: _____

Name (Please print or type): _____

Address: _____

Date of Birth*: _____

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