

## ELIGIBILITY REQUIREMENTS

So you've seen the show and now want to know how to become a part of SURVIVOR. Here is a breakdown of the selection process:

1. If you have previously applied for SURVIVOR and you were a finalist in Los Angeles, please do not reapply. Unless you specifically notify us in writing that we should not consider your prior application and submission in connection with an upcoming SURVIVOR, we will be reviewing your previously submitted applications and videotape submissions for SURVIVOR. We will not consider any new application or submission you may submit. Second, if you have previously applied for SURVIVOR and you were *not* a finalist in Los Angeles, feel free to reapply if you wish because we will not be considering your previously submitted applications and videotape submissions for upcoming SURVIVORS.
2. Written application forms are available for downloading on this website. These forms along with the video submission must be received at the SURVIVOR mailbox no later than Wednesday, January 14<sup>th</sup>, 2009 at 5:00 p.m. Pacific Standard Time. Producers reserve the right, in their discretion, to extend the deadline as appropriate.
3. A total of approximately 800 applicants **may** be invited to interview sometime in March 2009 (or as otherwise scheduled by the Producers) in person at one of the following locations: Los Angeles, Ca; New York, NY; Seattle, WA; Chicago, IL; Dallas, TX; Detroit, MI; Boston, MA; Atlanta, GA; Miami, FL; and Denver, CO. Producers reserve the right to change the number or the identity of the foregoing locations at any time. All travel expenses for the interview will be the applicants' sole expense.
4. Approximately 48 semi-finalists (the final number of which will be determined by Producers) will be invited to Los Angeles in April 2009 (or as otherwise scheduled by Producers) for final interviews with the SURVIVOR producers. Roundtrip economy air travel between Los Angeles and your local airport in the United States and lodging will be provided by Producers.
5. Approximately 16 finalists (the final number of which will be determined by Producers) will be selected as contestants to participate in this SURVIVOR program. Filming is presently scheduled to occur in late June—mid-August 2009 (or as otherwise scheduled by Producers) at a remote location to be announced.
6. All decisions made by the Producers are final and not subject to review or appeal.

So now you're probably wondering what kind of person is eligible to be selected for this once in a lifetime opportunity. Here are the guidelines:

- Employees, officers, directors and agents of CBS Broadcasting Inc., DJB, Inc., SURVIVOR Productions, LLC, SEG, Inc., and/or of any of their respective licensees, assigns, parents, affiliated and subsidiary companies and the immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of their same households (whether related or not) of

such employees, officers, directors and agents are not eligible to be contestants on SURVIVOR or participate in this application process. Previous contestants and their immediate families are also not eligible to be contestants on SURVIVOR or participate in the application process.

- All contestants must be 18 years or older at the time of application, **except that if you reside in one of the five states listed below, you must be at least the following age:**

Alabama: 19 years or older

District of Columbia: 21 years or older

Mississippi: 21 years or older

Nebraska: 19 years or older

Wyoming: 19 years or older

- All contestants must be United States citizens and be living in the United States.
- All contestants must be in excellent physical and mental health.
- All applicants must authorize Producers to conduct a background check.
- All semi-finalists will be required to complete and timely return the Medical History Form (to be furnished to the selected applicants).
- All semi-finalists must undertake physical and psychological examinations and testing (to be conducted in Los Angeles by medical personnel selected by the Producers) and meet all physical and psychological requirements.
- To receive an invitation to be a semi-finalist, each applicant must complete and timely return the Applicant Agreement Package (to be furnished to the selected applicants).
- All semi-finalists must have a valid United States passport.
- Applicants who are selected as contestants cannot be candidates for public office until after the initial broadcast of all programs in which they appear.

Beyond these basic qualifications and any additional qualifications set forth in the Contestant Application, we are looking for a diverse group of men and women who represent a broad cross-section of American society. Our competitors will be in excellent physical health. Building shelter and finding food will be much more taxing than a trip to your local hardware store or supermarket. Our competitors will also need to be in excellent mental health so that they will be able to cope with the extreme change in environment and the tension of the competition.

Contestants will be selected based upon having the following traits:

- Strong-willed
- Outgoing
- Adventurous
- Physically and mentally adept
- Adaptable to new environments
- Interesting lifestyles, backgrounds and personalities

The prize for this competition is \$1,000,000, but this prize money will not come easily. Our competitors must be willing to commit to traveling and living in a remote location for approximately seven weeks. Contestants will be filmed up to 24 hours a day by television camera crews to be broadcast on national television. This is reality television. They will actually be living in a remote location, and they will actually be responsible for building their own shelter and finding their own food.

If you are serious about this opportunity and are willing to accept this commitment, please click below to access the application form and answers to frequently asked questions.

## FAQ

The following are a list of Frequently Asked Questions that should help guide you through the casting process:

**1. If I have previously applied to be a contestant on SURVIVOR and I was not selected to be a contestant, may I submit a new application and video submission?**

Please feel free to reapply, unless you were chosen as a finalist to come to Los Angeles at any point during previous SURVIVOR application processes. If you were chosen as a finalist to come to Los Angeles at any point previously, we will not consider any new application or submission you may submit. In that instance, we will be reviewing your previously submitted applications and video submissions for SURVIVOR, unless you specifically notify us in writing that we should not consider your prior application and submission in connection with SURVIVOR 18.

**2. What are the guidelines for my video?**

The video must be a VHS or DVD (No mini-DV's, 8mm or VHS C). All submissions must be a MAXIMUM of three minutes long. Talk about yourself, talk about your family, talk about your job, talk about why you would be the ultimate Survivor. Use this video to show us what's special about you. Make sure you label your tape or DVD with your name and city number (as set forth in section e. of the Contestant Application). **If someone else films, or helps you film your video, each such person must individually sign the attached Videographer Release which must be returned with your application and video.** The Videographer Release is not applicable if your video is filmed at an Open Call.

**3. What if I don't have a camera?**

Borrow a friend's or relative's camera. Beg and plead if you have to, because all applications must be submitted with a video. Remember, if someone else films, or helps you film your video, he or she must sign the attached Videographer Release.

**4. How will I know if I have made it to the next round?**

If we conduct interviews, we will notify all contestants who will be invited to the in-person interviews by March 2009. These interviews would be conducted in approximately ten locations nationwide and you will be responsible for any travel expenses that you incur.

**5. How do I know if you received my application and video?**

Unfortunately, due to the high-volume of mail we anticipate receiving from applicants, we will not be able to answer any questions about the receipt of your application and video. All the major courier services can track packages, so we suggest that you send it via one of them.

**6. What type of contestant are you looking for?**

There is no one type of contestant who will be chosen. We are looking for a wide variety of people who will bring energy and excitement to the contest. All contestants must meet the

guidelines and have the traits specified in the Contestant Application and the Eligibility Rules sections of this website.

**7. I can't afford to take seven weeks off work. If I am chosen to be a contestant, will I be compensated for my time?**

Provided that the program is broadcast and the winner complies with all of Producers' requirements, the winner will be awarded \$1,000,000 US dollars and will be responsible for payment of all applicable taxes. The other contestants will receive free airfare and accommodations and may receive cash consolation prizes.

**8. Do I need to have wilderness survival training to participate?**

No, wilderness survival training is not required of contestants, but it certainly couldn't hurt to have those skills if you are chosen.

**9. Do I need to be a super athlete to participate?**

Absolutely not, but you do need to be in excellent mental and physical health.

**10. Will I be able to contact my family while I am participating in the show?**

While the contestants are stranded at the remote location, there will be no contact with the outside world, unless otherwise arranged by the Producers. Once the winner has been chosen and the show has completed production, contestants will be allowed to contact home.

**11. Can I get my application video returned to me?**

No. All videotapes will become the sole property of the Producers once submitted, and will not be returned to you, whether or not you are selected as a contestant.

## SURVIVOR 19

### Contestant Application

You may apply to be a contestant on SURVIVOR by completing and submitting this application. Please note the following eligibility requirements must be met in order to proceed with the application process.

a. You must be willing to travel at your own expense to be interviewed sometime in March 2009 (or as otherwise scheduled by Producers) at one of the following locations nearest you:

Los Angeles, Ca; New York, NY; Seattle, WA; Chicago, IL; Dallas, TX; Detroit, MI; Boston, MA; Atlanta, GA; Miami, FL; and Denver, CO.. Producers reserve the right to change these locations or conduct these interviews at any time and for any reason.

b. You must be willing to travel to Los Angeles for up to eight days in April 2009 (or as otherwise scheduled by the Producers) for the final selection process. Pre-approved economy travel (roundtrip to and from Los Angeles and your home in the United States) and lodging to be provided and paid for by Producers.

c. You must be willing to travel to a remote location selected by Producers for seven (7) weeks for a period between late June—mid-August 2009 (or as otherwise scheduled by the Producers). Economy travel to be paid for by the Producers.

d. You must be at least 18 years of age, **except that if you reside in one of the five states listed below, you must be at least the following age:**

Alabama: 19 years or older

District of Columbia: 21 years or older

Mississippi: 21 years or older

Nebraska: 19 years or older

Wyoming: 19 years or older

e. You must be a United States citizen and live in the United States.

f. You must not now be a candidate for public office and must agree not to become one until after initial broadcast of all programs in which you appear, if selected as a contestant.

g. You must be in excellent physical and mental health.

h. If you are selected to be interviewed, you must timely complete and return (prior to the date of your personal interview) a completed Interview Agreement Package, which includes a Background Questionnaire Form among other forms and agreements. Interview Agreement Packages will be provided to potential interviewees by the Producers.

i. To accept an invitation to be a semi-finalist, you must complete, and timely return the Applicant Agreement Package, which will be furnished to you by the Producers, and will include, among other things, an Applicant Agreement, including Release Forms and Waivers for review and signature by you and your family members, and you must submit to physical and psychological examinations, to be conducted in Los Angeles by medical professional(s) selected by Producer and meet all physical and psychological requirements.

j. If you are selected to be interviewed, you agree to authorize Producers to conduct thorough investigations into your background and personal history.

k. All applicants must have a valid U.S. passport or be in the process of obtaining a passport (which process will be completed in time for the applicant to travel to the remote location should the applicant be selected as a contestant) and deliver a copy of such passport or proof of such application process at the time of submission of the SURVIVOR contestant application.

l. Employees, officers, directors and agents of CBS Broadcasting Inc., DJB, Inc., Survivor Productions, LLC, SEG, Inc., and/or of any of their respective licensees, assigns, parents, affiliated and subsidiary companies and the immediate family (spouse, mother, father, sister, brother, daughter, son, regardless of where they live) or members of their same households (whether related or not) of such employees, officers, directors and agents are not eligible to be contestants on SURVIVOR or participate in this application process. Previous contestants and their immediate families are also not eligible to be contestants on SURVIVOR or participate in the application process.

Applications MUST be written clearly or typed and must be accompanied by a video which meets the following restrictions. Please do not include anything except the completed application form and the video.

LENGTH: MAXIMUM OF THREE MINUTES anything over three minutes will not be considered.

FORMAT: Only VHS or DVD. (No mini-DV's, 8mm or VHS C.) To transfer the other formats to VHS, simply connect your camera to your VCR and record.

CONTENT: Who are you and why you would make the ultimate SURVIVOR. Be creative!

DEADLINE: Wednesday, January 14<sup>th</sup>, 2009, by no later than 5:00 p.m. Pacific Standard Time.

The video will become the property of the Producers and will not be returned to you, whether or not you are selected as a contestant.

Applications will only be considered if they are complete. Complete applications consist of the following:

- a. Completed application form (including the signed Release and Waiver attached thereto) and a signed Videographer Release by any individual who filmed or helped you film your video.
- b. Copy or proof of a valid U.S. passport (or proof of having applied for issuance or renewal of such).
- c. A passport-size photo.
- d. Three-minute video or DVD labeled clearly with your name and the number (1-10) that corresponds to the city nearest you (as set forth in section e. below).

e. Print clearly on the outside of the envelope (including overnight mail envelopes) the number (1-10) that corresponds to the city nearest you (as set forth below) and your return address in the upper left corner of the envelope.

Video Receipt Deadline: Wednesday, January 14<sup>th</sup>, 2009 at 5:00 p.m. Pacific Standard Time  
Semi Final Interviews: in or around March 2009  
Finals in LA: up to 8 days in April 2009

We will be traveling to the following cities:

1. Los Angeles, CA;
2. New York, NY;
3. Seattle, WA;
4. Chicago, IL;
5. Dallas, TX;
6. Detroit, MI;
7. Boston, MA;
8. Atlanta, GA;
9. Miami, FL;
10. Denver, CO.

Send your completed application and video (and Videographer Release if someone filmed or helped you film your video but no other items enclosed) to the following address:

**SURVIVOR**  
**2801 Ocean Park Blvd.**  
**Santa Monica, California 90405**

## Survivor 19 CONTESTANT APPLICATION

Today's Date: \_\_\_\_\_

**PERSONAL INFORMATION -**

First Name	Middle Name	Last Name
Home Street Address		
City	State	Zip code
Cell phone	Home Phone	Work Phone
Fax number	Email address	
Gender (please circle): Male          Female	Date of birth	Age
Ethnicity	Height	Weight
Current occupation (please describe in two words): _____ or mark here for <b>student</b> : _____		
What do you do at work, or what is your major at school? Please describe in two sentences.  		
In which other occupations, full or part time, if any, have you been employed (please list the last three (3))?  		
Marital Status / Significant Other: Single (with no significant other) _____ Boyfriend ____ Name _____ Length of time dating _____ Girlfriend ____ Name _____ Length of time dating _____ Live with boyfriend or girlfriend? _____ Length of time living together _____ Engaged ____ Name _____ Length of time engaged _____ Married ____ Name of spouse _____ Length of time married _____		

Divorced \_\_\_\_\_ How many times? \_\_\_\_\_ Widowed \_\_\_\_\_

If you have children, please list their names and ages (please list any step children too):

What is your level of education and what school(s) did/do you attend?

Are you in a fraternity or sorority? If so, which one?

Do you hold a leadership position? If so, which one?

Name three of your favorite hobbies.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Not including your current place of residence, in which other cities and/or countries have you lived and for what period of time? Why did you live in each such city or country?

List three adjectives that best describe yourself:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

How would your friends describe you?

What are your pet peeves?

If you could hold any political office, what would it be and why?
What is the accomplishment you are most proud of?
Do you have pets? If so, please list their name and type:
Are you a vegetarian or do you eat meat?
What is your favorite TV Show?
What is your favorite movie?
What is your favorite music to listen to?
What magazines do you read?
How much Survivor have you seen? None _____ A few episodes here and there _____ A full season _____ I've never missed an episode. _____ Other _____ Please explain. _____

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If you watched any or all of the previous SURVIVOR cycles, which SURVIVOR contestants do you most relate to? Why?
Who would you choose for your loved ones visit?
Describe your perfect day:
To which other reality shows or dating shows, if any, have you applied? How far did you get in the application process? Were you interviewed?
Have you ever been on a reality or dating show? If so, please name the show, the length of time you appeared on the show, and when it aired.
Have you ever applied to SURVIVOR before? If so, how many times?
How many times have you been to semifinal interviews? Who interviewed you?

<p>Are you or have you ever been a professional performer?</p> <p>Yes _____ No _____</p>
<p>Have you ever been on TV, commercials, plays or any films, videos or movies of any kind? If so, list the movies and/or shows and the time periods.</p>
<p>Do you have any pre-existing contracts? If so, please explain.</p>
<p>Do you know any reality show contestants? If so, who and to what extent?</p>
<p>Do you belong to any affiliations or organizations? Please list.</p>
<p>Do you have any body art (piercing, tattoo, etc.)? If so, please describe:</p>
<p>What is your favorite sport?</p>
<p>Who is your hero and why?</p>
<p>List three (3) non-survival-related items you would take with you to the remote location, if allowed, and why.</p>

What would be the craziest, wildest thing you would do for a million dollars?
What past Survivor would you play the game most like? Why?
What would you NOT do for a million dollars?
What is your favorite topic of conversation at a dinner party? What topics are off limits?
What skills do you bring to SURVIVOR that would make you a useful member of the group?
If you were stranded, who would you most want to be stranded with?
What is your primary motivation for being on the show? What is your secondary motivation for being on the show?

What was the last outdoor experience that you had? When was it?
What sports do you do regularly?
What is your swimming ability? Excellent _____ Medium _____ I can take lessons. _____
Have you been treated for any serious physical or mental illness(es) within the last three years? Yes _____ No _____  If yes, please describe in detail, citing dates, diagnosis and any on-going problems:
Are you currently taking any medications? Please give medication, what it is for, dosage and length of time on medication.
Please list any allergies you have (medications, food, hay fever, dust, etc.) and your current treatment for them:
Have you ever been arrested or been the subject of any disciplinary charges of any kind? Yes _____ No _____  If so, what were the charge(s) and/or accusations and were you convicted or disciplined, and if so, in what way?

Why do you believe that you could be the final Survivor?
What is the closest airport to your home?
Are you available to be a contestant in a future SURVIVOR program if you are not selected as a contestant in this SURVIVOR program?
If so, are there any time periods in which you would not be available?
Did anyone film or help you film the video you are submitting with this application? (This section does <u>not</u> apply if your video was filmed at an Open Call.) Yes _____ No _____ If yes, please list the name of this person/these persons _____ _____ This person or persons must sign the Videographer Release and the Videographer Release must be returned with your Video, Application and Release and Waiver.
The information contained above is complete and accurate to the best of my knowledge.  _____ Signature  _____ Date

**RELEASE AND WAIVER**

Please Print Your Full Name: \_\_\_\_\_

**Please read, fill out, sign, and date the following:**

I have listed below, to the best of my knowledge, (i) anyone I know or have known (including myself) who has now, or has been in the past two years, an officer, employee, agent or representative of CBS Broadcasting Inc., DJB, Inc., Survivor Productions, LLC, SEG, Inc., CBS Corporation, and/or any of their respective licensees, assignees, or parents, or affiliated or subsidiary companies, and (ii) the titles, jobs, and/or functions such persons have held or occupied:

\_\_\_\_\_

\_\_\_\_\_

I hereby acknowledge that: (i) I understand, satisfy, and agree to be bound by, the eligibility requirements for SURVIVOR (the “Program”); (ii) I have answered and will answer all questions posed to me honestly and accurately; (iii) If any of the information that I have provided or will provide is found to be false or incomplete this may be grounds for dismissal from the Program selection process, and/or my being dismissed as a Program contestant, if previously selected as a contestant; (iv) Even if I meet the eligibility requirements, CBS Broadcasting Inc., DJB, Inc., Survivor Productions, LLC, SEG, Inc., CBS Corporation, and/or any of their respective licensees, assignees, or parents, or affiliated or subsidiary companies (collectively, “the Producers”) have no obligation to conduct any initial and/or follow-up interview with me, and/or select me as a contestant; (v) Even if I am selected as a contestant, the Producers have no obligation to produce the Program and the CBS Television Network has no obligation to broadcast it, even if it is produced, (vi) In the event that the show is cancelled, or not broadcast for any reason, the Producers have no obligation to award any prize money, (vii) All decisions by the Producers concerning selection of the contestants and winners in the Program are final and not subject to challenge or appeal; and (viii) the Producers shall own and shall have no obligation to return or maintain any materials submitted as part of my application whether or not I am or am not selected as a contestant.

By submitting this application I hereby consent to the recording, use and reuse by the Producers, and/or any of their respective licensees, assigns, parents, subsidiaries or affiliated entities and each of the respective employees, agents, officers and directors (collectively “Releasees”) of my voice (including, without limitation, my speaking and singing voices), actions, likeness, name, appearance and biographical material (i.e., collectively “Likeness”) in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program and the promotion and exploitation (in any form or media) thereof. I agree that Releasees 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 Releasees exclusively own any application materials (videos, photos, etc.) that I may have provided in connection with my application for or participation in the Program and any photos and video or recordings of any kind that Producers will make of me in connection with the Program and my application therefor (collectively, the “Materials”) and all rights therein and thereto including, without limitation, the right to use the Materials and my Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. Without limiting the foregoing in any way, I further agree that Releasees may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for the Program or any exploitation of the Program of any kind. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I release Releasees from any and all liability arising out of their use of my Likeness and/or the Materials. I agree not to make any claim against Releasees as

a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and any claims based on defamation or libel or false light). Without limiting the foregoing in any way, to the degree that the Materials include any musical or literary compositions in which I (partially or wholly) own, or to which I purport to (partially or wholly) own, the copyright or any publishing rights, I hereby grant to the Producers, and have the complete, unfettered right to grant to the Producers, an irrevocable, unlimited, perpetual, worldwide, royalty and payment-free license to use and reproduce such Materials in the Program and in connection with any promotion, publicity, marketing or advertisement for the Program or any exploitation of the Program of any kind, in any and all media now known or which may exist in the future. I understand that the Producers make no representation that such Materials will or will not be used in any way.

Not by means of limitation to any subsequent or additional confidentiality obligations to which I shall become subject to Producer and/or CBS, I agree to keep in strictest confidence all information regarding my application for the Program, including the fact that I am applying for the Program. I agree that Producer and/or CBS shall have all rights at law and/or equity, including the right the right to injunctive relief to prevent a breach of my confidentiality obligation hereunder, as well as an action for damages incurred by any such breach by me.

This agreement shall be deemed to be entered into in Los Angeles County, California, and shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements executed and fully carried out within California. Any action, proceeding or litigation concerning this agreement or my appearance or participation in the Series may only be brought in Los Angeles County, California, and I hereby agree that the courts of Los Angeles County, California, shall have exclusive jurisdiction over me and the subject matter of any such proceeding. The parties agree that any and all disputes or controversies arising under or relating to this agreement or any of its terms, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this agreement, or any provision thereof, and any and all disputes or controversies arising under or relating to my possible appearance or participation in the Program, shall be resolved by binding arbitration in accordance with the following procedure: either (i) the Producers and I shall mutually select an arbitrator, who shall be a retired judge of a state or federal court or (ii) if we cannot agree on such arbitrator, the Producers and I shall each select one arbitrator, who shall both be retired judges of state or federal courts and those two arbitrators shall then select a third arbitrator, who shall also be a retired judge of a state or federal court. All arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), through its Los Angeles, California office. The parties agree that the arbitrator's ruling, or arbitrators' ruling, as applicable, in the arbitration shall be final and binding and not subject to appeal or challenge. I further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties; provided that such arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties each first agree in writing that such information and documents will be treated by them as confidential, consistent with this provision. Notwithstanding the foregoing, the parties hereto agree that nothing in this paragraph or in any of the applicable rules of the AAA, shall prevent Producer from seeking provisional relief outside of arbitration, including but not limited to equitable and/or injunctive relief, pending the arbitrator's final decision.

Without limiting the foregoing, any provision of this agreement that is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this agreement invalid, illegal or unenforceable in any other jurisdiction. This agreement expresses the entire understanding between me and the Producers and replaces any and all former and contemporaneous agreements, understandings or representations between me and the Producers. Any laws that require or suggest that the interpretation of a document or agreement, or the resolution of any ambiguities

contained therein, should be resolved against the drafter of the document or agreement, are hereby waived. No modification, alteration or amendment of this agreement will be valid or binding unless in writing and signed by both me and the Producers. No waiver by the Producers of any term or condition of this agreement will be construed as a waiver by the Producers of any other term or condition; nor will any waiver by the Producers of any default under this agreement be construed as a waiver by the Producers of any other default. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The Producers may freely assign, in whole or in part, any of their rights or obligations under this agreement. I may not assign my rights and obligations under this agreement.

I have signed this release on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Signature: \_\_\_\_\_

Name (Please print or type): \_\_\_\_\_

Videographer Release

Print Name \_\_\_\_\_

I am aware that \_\_\_\_\_ “Applicant” is applying to be considered for participation in the reality television program SURVIVOR (“Program”) intended for initial broadcast on the CBS Television Network (“CBS”). I am assisting Applicant in the creation of an audition video (“Video”) to be submitted in conjunction with Applicant’s application materials to SEG, Inc., the producer (“Producer”) of the Program. I represent and warrant the following:

I agree that Producer shall exclusively own the Video and all elements thereof. Further, Producer and/or CBS shall have the sole and exclusive right to exploit the Video in any and all media now known or hereafter devised worldwide, in perpetuity, including not by means of limitation in and in connection with the Program and all promotion, publicity, marketing or advertisement thereof. In the event that I appear in the Video, Producer and/or CBS shall have the unlimited right to use my name, voice, and likeness (collectively “Likeness”) in connection with the Program and any promotion, publicity, marketing or advertisement for the Program or any exploitation of the Program of any kind. I grant the rights hereunder whether or not Applicant is selected to participate in the Program.

I agree to forever release and hold harmless CBS Broadcasting Inc., DJB, Inc., Survivor Productions, LLC, SEG, Inc., CBS Corporation, and/or any of their respective licensees, assignees, or parents, or affiliated or subsidiary companies, and the officers, employees and directors thereof (collectively, “Releasees”) from any and all liability arising out of their use of the Video or my Likeness. I agree not to make any claim against Releasees as a result of the use of the Video or my Likeness (including, without limitation, any claim that such use invades any right of privacy and/or publicity and any claims based on defamation, libel or false light or copyright infringement of any sort). I waive any “moral rights” I may have in the Video.

Not by means of limitation to any subsequent or additional confidentiality obligations to which I shall become subject to Producer and/or CBS, I agree to keep in strictest confidence and will not disclose any information regarding the Video and Applicant’s application for the Program, including without limitation, the fact that Applicant is applying for the Program and that I assisted Applicant in creating the Video. Nor will I post the Video or otherwise disseminate it in any medium whatsoever. I agree that Producer and/or CBS shall have all rights at law and/or equity, including the right the right to injunctive relief to prevent a breach of my confidentiality obligation hereunder, as well as an action for damages incurred by any such breach by me.

Governing Law. This agreement shall be deemed to be entered into in Los Angeles County, California, and shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements executed and fully carried out within California.

Resolution of Disputes/Binding Arbitration The parties agree that any and all disputes or controversies arising under or relating to this agreement or any of its terms, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this agreement, or any provision thereof, and any and all disputes or controversies arising under or relating to my appearance, if any, in connection with the Program shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), through its Los Angeles, California office. Notwithstanding the foregoing, the parties hereto agree that nothing in this paragraph or in any of the applicable rules of the AAA, shall prevent Producer or CBS from seeking provisional relief outside of arbitration, including but not limited to equitable and/or injunctive relief, pending the arbitrator’s final decision to prevent or cure any breach of my confidentiality obligations hereunder.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_