

SMJT INC.– “Thintervention with Jackie Warner” (the “Series”) (working title)

Application Form

Date: _____

Please print legibly and use dark ink

PLEASE INCLUDE A RECENT PHOTOGRAPH WITH THE COMPLETED APPLICATION and WRITE THE DATE THE PHOTO WAS TAKEN ON THE PHOTO.

Part 1

Your Name: _____ Date of Birth*: _____

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

Nickname: _____

Are you in a relationship? Please explain: _____

Children’s names and ages: _____

Spouse/Partner’s Name: _____

Home Phone: _____ Cell Phone: _____

Work Phone : _____

Street Address: _____

City, State: _____ Zip Code _____

Email: _____

Where did you grow up? _____

Are you currently: ___ Working Full Time ___ Working Part Time ___ Unemployed

Current occupation: _____

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

If you are selected to be a participant of the Series, can you be available for up to SIX (6) months of committed diet and exercise that includes one hour personalized training sessions five (5) days a week; one (1) weekly Group Therapy session and a full commitment to eating only your personalized food requirements (you acknowledge and understand that the timing of such production period shall be determined by Producer in its sole discretion)? Yes _____ No _____

How did you hear about/decide to apply for the show? (e.g. local casting event, friend/family referred you, internet, etc.) _____

Describe your current job, what are your responsibilities? Do you enjoy it? Please be detailed. _____

What other types of jobs have you had, which were your favorites and why? Which have you disliked and why? _____

What would your friends say are your best qualities? Do you agree? Please be detailed. _____

What would your friends say are your worst qualities? Do you agree? Please be detailed. _____

What are you passionate about doing? Why? _____

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

What has been your most embarrassing moment or situation that you have experienced having to do with your weight struggle? _____

What are your hobbies? _____

Do you prefer to tackle tasks immediately to get them over with, or do you tend to procrastinate? Please be detailed and give an example. _____

What bad eating habits do you wish you could change? _____

Please list what a TYPICAL meal would include during a TYPICAL day. Please list the food item's that would be found for each meal:

- Breakfast: _____
- Lunch: _____
- Dinner: _____
- Snacks: _____
- Additional foods: _____

Please list what you would consider to be a "GOOD" meal. Please list the food items that would be found for each meal:

- Breakfast: _____
- Lunch: _____
- Dinner: _____
- Snacks: _____
- Additional foods: _____

Please list what you would consider to be a "BAD" meal. Please list the food items that would be found for each meal:

- Breakfast: _____
- Lunch: _____
- Dinner: _____
- Snacks: _____
- Additional foods: _____

What is your biggest goal or dream? What would you say has kept you from accomplishing it yet (if you have not). _____

Part 2

What is your current weight? _____ How tall are you? _____

What are your favourite foods and why? Describe your perfect meal: _____

How would you describe your weight? _____

How much weight would you like to lose (what is your ideal weight) and what would motivate you to lose it? _____

Describe how your life would change if you were at your target (ideal) weight: _____

What are the biggest challenges of being overweight? _____

Describe your dieting history: _____

Describe your experience with exercise. What has worked for you in the past? Are you exercising now? If so, what are you doing? By example only, if you walk, how far do you walk on a weekly basis? _____

At what level of activity do you get winded/get tired? (e.g. a flight of stairs, walk around the block, etc.) _____

Have you ever lost a large amount of weight in a short amount of time? If so, how did you do this? Please be detailed. _____

What is the most extreme measure you have ever used to lose weight? _____

What was your highest weight? What was your lowest weight? Please give dates. _____

Part 3

On a scale of 1 to 10, how competitive are you? (1-Not Competitive, 10-Extremely Competitive) Describe the last time you felt a competitive urge and what was the end result. _____

Describe your behavior around strangers: _____

What type of people intimidate you and how do you deal with them? _____

What is something that other people do that bothers you/makes you mad? _____

What's your motivation for wanting to take part in the Series? _____

What are your expectations for being on the Series? _____

Is there anything we have not asked about that you would like to tell us? _____

If you are chosen to be on the Series, is there any person or part of your life that you would prefer not to be on-camera (i.e., social organizations, activities, friends,

family) Yes ____ No _____

If the answer is yes, please describe including your reasons:

Have you appeared in any magazines, publicly disseminated photographs, advertisements or on the internet? Yes ____ No ____

If yes, please

describe _____

Have you ever created a website or posted any materials on any website? Yes ____

No _____

If yes, please name and describe the website you created and/or materials you posted.

Is there anyone among your family, friends or work colleagues that would object to you appearing on television? Yes ____ No _____

If yes, please identify all such persons including your relationship with them and the reason they would object. _____

Part 4

Are you currently seeing a doctor and/or health care practitioner who is treating you for any health conditions which could interfere with your participation in the Series?

Have you ever been under the care of a doctor and/or health care practitioner for a medical condition which would interfere with your participation in the Series? Yes _____

No ____ If so, what? Please be detailed. _____

Do you drink alcohol? Yes ___ No ___

If yes, how many drinks (of what type – beer, wine, liquor) do you have per week? _____

Do you smoke? Yes ___ No ___

If yes, how long have you smoked and how much do you smoke per day? _____

Do you currently have health insurance? Yes _____ No _____ If yes, who is your insurance carrier? _____

Have you ever been arrested or charged with a crime of any type? Yes ___ No ___

If so, please give dates and details: _____

Have you ever been convicted of any felony or misdemeanor? Yes ___ No ___

If so, please give dates and details (including sentence or other disposition and class of crime i.e.: misdemeanor or felony): _____

Have you ever had a restraining order issued against you or has anyone ever attempted to obtain a restraining order against you? Yes ___ No ___

If so, please give dates and details (including, without limitation, date(s), place(s), name of party seeking the restraining order and relationship of such party to you, and a description of the basis upon which the restraining order was sought, whether it was issued, and the basis upon which it was issued): _____

Have you ever been a party to a civil lawsuit? Yes ___ No ___

If so, please describe when and where the event occurred, the other party(ies) to the lawsuit, whether you were the plaintiff or defendant, the nature of the case, and what the outcome was: _____

Have you ever been a performer, participant, or contestant on television, radio or film?

Yes ___ No ___ If yes, what programs and dates: _____

Have you ever been paid to perform? Yes ___ No ___

Are you or have you ever been a member of the television/film unions SAG or AFTRA?

If yes, please acknowledge which union you are or have been a member of:

Will you be appearing on any television programs that are scheduled to air in the next year? If so, which television programs are you scheduled to appear in and provide the dates for such programs.

Have you applied to be on any television programs in the past year? Yes ___ No ___

If yes, which one(s)? _____

Are you currently being considered for any other reality shows, including, without

limitation, any game or contest shows? Yes ___ No _____

If yes, which one(s)? _____

Please list the education degree(s) that you have received:

School(s) attended: _____

Have you ever been in the military? Yes No (circle one)

(If YES, you will need to complete a form authorizing disclosure of your military records, including without limitation, discharge papers, to the producers, and please attach a copy of your DD214 or any other discharge documentation)

If YES, branch of military: _____ Dates of Service: _____

Type of Discharge: _____

Were you ever the subject of any disciplinary proceedings or actions in the military?

Yes No (circle one)

If YES, please describe in detail, including without limitation, date(s), place(s), nature of charge(s), outcome of proceedings and any actions taken.

Please list below anyone you know or have known who is now or has been in the past two years an officer, director, employee, agent or representative of any of the following:

- (a) NBC Universal, Inc. ("NBCU") or its parent (General Electric Company, Inc.) or affiliated or subsidiary companies, including, without limitation, Bravo Media LLC, the NBC television network, and the Bravo cable television network (the "Network");
- (b) SMJT Inc. (the "Producer") or affiliated companies, including without limitation Shed Media US Inc.;
- (c) Any television network, station or channel, cable network, or satellite network that may air the Series;
- (d) Any person or entity involved in the development, production, distribution or other exploitation of the Series or any version or variation thereof;
- (e) Any person or entity supplying prizes or other services to the Series; or
- (f) Any sponsor of the Series or its advertising agency.

If you do not know anyone who fits the above categories, please write "none" in the space below.

Emergency Contacts and References:

Please list three people whom you frequently see in case we need to get in touch with you on very short notice or who can serve as a reference (*i.e.*, significant other, roommate, boss, etc.): (Please remember to only list people in this section who you give us permission to contact as references or as a means to contact you.)

| Name | Address | Phone | How You Know Them |
|------|---------|-------|-------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |

Please list three people who are not related to you and who have known you for over 3 years:

| Name | Address | Phone | How You Know Them |
|------|---------|-------|-------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |

Part 5
Eligibility Requirements and Releases:

- 1) You must be at least 21 years old as of January 1, 2010.
- 2) You must be a legal United States resident and currently living in or within 50 miles of Los Angeles County, California.
- 3) You must not be a candidate for elected public office and, if selected as a participant, will not become a candidate for elected public office until twelve (12) months after the initial exhibition of the last episode in which you appear.
- 4) You may not participate in the Series if your participation would create impropriety or the appearance of impropriety. In making this determination, Producer and Network will 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:
 - (a) NBCU or any television production company, network, station or distributor owned and operated by NBCU;
 - (b) Producer, or any other person or entity involved in the development, production, distribution or other exploitation of the Series or any variation thereof;
 - (c) Any sponsor of the Series or its advertising agency; or
 - (d) Any person or entity supplying prizes or other services to the Series.

In addition, Producer and Network reserve the right to render ineligible any person whom any of them determines, in its sole discretion, is sufficiently connected with the production, administration, or distribution of the Series, such that his or her participation in the Series could create the appearance of impropriety. Such decisions shall be final and are not subject to challenge or appeal.

- 5) You must be willing to submit medical information to the production, and submit to one or more medical examinations, psychological examination and background check (which may include, without limitation, a credit check, a criminal arrest and/or conviction check, a civil litigation check, a family court litigation check, etc.).
- 6) You must be available for approximately twenty-four (24) consecutive weeks commencing January 10, 2010 during the production of the Series. You acknowledge that the scheduling of the production of the Series shall be at a time as Producer deems in its sole discretion. You must be available to travel to locations designated by Producer.
- 7) You must be willing and able to participate in potentially strenuous physical activities. You understand and acknowledge that participation in the Series, including, without limitation, the activities and events arranged by the Series producers and coordinators, may expose applicant and other participants to the risk of death, serious injury, illness or disease. If you are to become a participant in the Series, you must sign a release, including, but not limited to, a Reality Participant Agreement, Release & Arbitration Provisions and other agreement(s), attesting to the fact that you understand and knowingly and willingly agree to assume such risks.

- 8) You acknowledge, understand and agree that your submission of your Series application may cause Producer to disclose information to third persons connected with the Series and to compile information from third parties in connection with such application and the application process about your private, personal and public life, personal relationships, your medical treatment/history (both physical and mental), your educational and employment history, your criminal history and the like (collectively, "Personal History"). You acknowledge and agree that your Personal History may be revealed by Producer to third parties in the course of the application process and/or the Series and that you release, discharge and hold harmless Producer, Network, NBCU and any of their respective parents, subsidiaries, affiliated companies, licensees, partners, assigns, officers, directors, employees, representatives and agents (collectively, "Companies") from any and all claims and damages arising from such compilation or disclosure of Personal History.
- 9) If you are selected to participate in the next phase of the participant selection process for the Series, you must be available to travel to Los Angeles for further interviews. The location and date of such interviews are to be determined by Producer and are subject to change in Producer's sole discretion.
- 10) If you are selected to participate in the next phase of the participant selection process, you will be required to undergo medical, physical and psychological examinations and testing (to be conducted by personnel selected by Producer) and meet all physical and psychological requirements, as set by Producer in its sole discretion. Without limiting the generality of the foregoing, you may be required to submit the name of your physician(s) in which you are currently under care, provide him/her with permission to discuss your medical history with Producer's personnel and submit your physician's consent with respect to your participation in the Series.
- 11) You shall treat all information and material received or acquired about Companies and the Series (including, without limitation, the application process, the Series applicants, the Series participants, the location(s) of the Series, the events contained in the Series, or the outcome of any episode of the Series) that you read, hear or otherwise acquire or learn in connection with or as a result of your applying to be a participant in the Series (collectively, the "Information and Materials") as strictly confidential and shall not disclose or disseminate any such Information and Materials to any third party at any time (i.e., prior to, during, or after the taping or exhibition of any episode of the Series). You acknowledge and agree that the Information and Materials are confidential and the exclusive property of Producer and/or the Network. At no time will you ever, directly or indirectly, divulge in any manner or use or permit others to use any of the Information and Materials. You acknowledge and agree that your obligations with respect to confidentiality set forth in this application shall continue in perpetuity or until terminated by the Network by giving you written notice of termination. In no event will you have the right to terminate your confidentiality obligations under this application. You acknowledge that in the event you breach the confidentiality or any other provisions of this application, your breach may, in the sole discretion of Producer and/or the Network result in your being disqualified to participate as a participant in the Series. You further acknowledge that a breach by you of any of the confidentiality provisions of this application would cause Producer and the Network irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, you hereby expressly agree that Producer and the Network 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 by you. You also recognize that proof of damages suffered by Producer and the Network in the event that you breach any of the confidentiality provisions of this application will be costly, difficult, and/or inconvenient. Accordingly, you agree to pay Producer and the Network the sum of

One Million Dollars (\$1,000,000.00) per breach plus disgorgement of any income that you may receive in connection with your breach as liquidated damages in the event you breach any of the confidentiality provisions of this application prior to the initial exhibition of the final episode of the Series. You agree that One Million Dollars (\$1,000,000.00) plus disgorgement of any income that you may receive in connection with your breach is a reasonable estimate of the amount of damages Producer and the Network are likely to suffer in the event you breach any of the confidentiality provisions of this application prior to the initial exhibition of the final episode of the Series, considering all of the circumstances existing as of the date of this application. In addition, you agree to pay Producer and the Network the sum of One Hundred Thousand Dollars (\$100,000.00) per breach plus disgorgement of any income that results from your breach as liquidated damages in the event you breach any of the confidentiality provisions of this application after the initial exhibition of the final episode of the Series. You agree that One Hundred Thousand Dollars (\$100,000.00) plus disgorgement of any income is a reasonable estimate of the amount of damages Producer and the Network are likely to suffer in the event you breach any of the confidentiality provisions of this application after the initial exhibition of the final episode of the Series, considering all of the circumstances existing as of the date of this application.

- 12) You hereby give the following representations, warranties, acknowledgments, consents and releases:
- a. By signing below, I acknowledge and agree that (i) all of the information provided in this application is true and accurate; (ii) any false or misleading information submitted herein is grounds for my immediate elimination from consideration as a participant in the Series; (iii) even if I meet the eligibility requirements of the Series, Producer has no obligation to interview me, and/or select me as a participant of the Series; (iv) even if I am selected as a participant of the Series, Producer has no obligation to produce the Series and the Network has no obligation to exhibit the Series even if produced; (v) all decisions by Producer concerning selection of the participants is final and not subject to challenge or appeal; and (vi) Producer has no obligation to return any materials submitted by me as part of this application, regardless of whether or not I am chosen as a participant in the Series, and Producer and Network and their licensees, successors and assigns can use any such materials in any manner and in any media throughout the universe in perpetuity. In this connection, this application and any other material submitted by me or created in connection with my application for and/or participation in the Series (including, but not limited to, pictures, film and videotapes, as well as any other information (whether provided in a telephone interview, in-person interview or otherwise)) becomes the property of Producer and shall not be returned, and may be used in any manner in all media, worldwide, in perpetuity, as further set forth below.
 - b. By submitting this application, I hereby consent to the recording, use, reuse, transmission, exhibition, and broadcast by Companies of my voice, actions, likeness (actual or simulated), name, appearance, biological and biographical material, and any information contained in, derived from or obtained in or in connection with this application or any other materials submitted by me (collectively, "Likeness") in connection with the Series, in any manner, in any and all media now known or hereafter devised, throughout the universe, in perpetuity including, without limitation, in and in connection with the Series, in and in connection with other programs, and in and in connection with advertisements, promotion, publicity, marketing and merchandising, or otherwise. I agree that Releasees (as defined below) may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. Producer shall

own exclusively all right, title, and interest (including, without limitation, all copyrights) in and to any written, spoken, videotaped or other materials that I have provided or may provide in connection with my application, the Series, or otherwise (collectively, the "Materials") including, without limitation, the right to edit, alter or modify the Materials. Without limiting the foregoing grant of rights, Producer shall have the exclusive, perpetual right to use and to assign to third parties, including, without limitation, any broadcaster or exhibitor of the Series, the right to use my Likeness and the Materials in and in connection with the Series and/or other programs, any promotion, publicity, marketing or advertising for the Series and/or other programs, in commercial tie-ins, for informational purposes and/or for general advertising and promotional purposes. I grant the rights hereunder whether or not I am selected to participate in the Series.

- c. **Release and Agreement Not to Sue.** To the maximum extent permitted by law, I agree to release the Companies and any television station or channel, cable network, or satellite network that exhibits the Series, the other participants in the Series, the advertisers connected with the Series, each of their respective parent, subsidiary and affiliated companies, all other persons and entities connected with the Series, and each of their respective officers, directors, agents, representatives, employees, successors, assignees, and licensees (collectively, "Releasees") from any and all claims, actions, lawsuits, liabilities and expenses of any kind (including, without limitation, attorneys' fees) arising out of or relating to my application, the participant selection process, my participation in the Series, the recording or use of my Likeness and/or the Materials and the Releasees' use or exploitation of any of the rights granted herein 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 of any kind resulting from the actions of another participant or any other third party at any time. Further, to the maximum 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 other reason based on any of the Released Claims hereunder.
- d. To the maximum extent permitted by law, I shall defend, indemnify and hold free and harmless each of the Releasees from and against all liabilities, claims, actions, damages, expenses, losses and costs of any kind (including attorneys' fees and costs) caused by or arising out of my application, participant selection process, my participation in the Series, use of my Likeness and/or the Materials, a breach of any of my representations and warranties made herein or in any other agreements related to the Series and the Releasees' use or exploitation of any of the rights granted herein.
- e. I understand, acknowledge and agree that this is a full and final release covering all unknown or unanticipated injuries, debts, claims or damages which arise out of or relate to my application, the participant selection process, my participation in the Series, the use of my Likeness and/or the Materials and the Releasees' use or exploitation of any of the rights granted herein. I acknowledge that I may hereafter discover facts different from and in addition to those that I now know or believe to be true with respect to claims that are the subject of the releases set forth in this application, and that I expressly agree to assume the risk of the possible discovery of additional or different facts and agree that this application shall remain effective in all respects regardless of such additional or different

facts. I further waive any and all rights or benefits which I may have under the California Civil Code Section 1542 which provides as follows:

“A general release does not extend to claims which 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.”

- f. 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 application, 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 Series, 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 obtain 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 Releasees, the persons or entities designated by Producer, and all such parties and persons from any and all claims, actions, damages and liabilities arising out of or in connection with any such investigation. I specifically authorize the 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, and credit and/or 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 Series, and may be described or otherwise related in and in connection with the Series, in and in connection with another program, and/or in and in connection with any advertising, promotion or publicity for the Series or other program.
 - g. I hereby authorize Producer and any person or entity designated by Producer to conduct psychological, medical and physical examinations of me as required by Producer. 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 Series or otherwise.
- 13) I agree that Producer may license, assign and otherwise transfer this application and all rights granted by me as set forth in this application to any person or entity.
 - 14) This application shall be interpreted under the internal, substantive laws of the State of New York without regard to the conflicts of laws provisions thereof.
 - 15) 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, I RECOGNIZE THAT GIVEN THE UNIQUE NATURE OF THE SERIES 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, OR ANY

INFRINGEMENT BY ME OF PRODUCER'S OR NETWORK'S INTELLECTUAL PROPERTY RIGHTS, WOULD CAUSE PRODUCER AND NETWORK IRREPARABLE INJURY AND DAMAGE THAT CANNOT BE REASONABLY OR ADEQUATELY COMPENSATED BY MONEY AND, THEREFORE, I AGREE THAT PRODUCER AND NETWORK SHALL BE ENTITLED TO SEEK AND OBTAIN INJUNCTIVE AND OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION FOR ANY SUCH BREACH OR INFRINGEMENT.

- 16) **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 CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (THE "JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE LICENSED TO PRACTICE LAW IN NEW YORK OR A RETIRED JUDGE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF NEW YORK.
- 17) **SEVERABILITY.** 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.

By signing this application, I represent and warrant that I meet and will meet all of the Eligibility Requirements, that all of the information in this application form is true and accurate and that I agree to all of the terms and conditions set forth above. 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 OT ANY CLAIM ARISING IN CONNECTION WITH THIS APPLICATION.

Signature: _____ Date: _____

Name (Please print): _____

CERTIFICATION OF VERACITY

1. I have voluntarily applied to participate in the television program currently entitled "Thintervention with Jackie Warner" (working title) (the "Program") being produced by SMJT Inc. ("Producer") for possible exhibition by the Bravo cable television network (the "Network"). In order to be considered as a participant in the Program, I have made and will make statements and representations to Producer and to the Network regarding myself and my background. I understand that this information is being relied upon by Producer and by the Network in considering me for selection as a participant in the Program.

2. I hereby certify, represent and warrant that all statements, disclosures and representations made by me in my application to participate in the Program, in any other document or agreement that I have signed or will sign in connection with the Program or my participation in the Program, and that I otherwise provide to Producer, to the Network, or to anyone acting on their behalf, are true, accurate and complete. Without in any way limiting the foregoing, I certify that I have not withheld or mischaracterized any information regarding myself or my background. I also agree to immediately inform the Producer and the Network if any of the information I provide becomes inaccurate or incomplete at any time prior to the exhibition of the final episode of the Program.

3. If any statement, disclosure or representation is or becomes false, misleading or incomplete, Producer and/or the Network may remove me from consideration as a participant in the Program, may remove me from the Program, and/or may withhold from me or cause me to return any items that I have received, including, without limitation, any items already delivered to me.

4. I also recognize that proof of damages suffered by Producer and the Network in the event that I breach any provision of this certification will be costly, difficult and/or inconvenient. Accordingly, I agree to pay Producer and the Network the sum of One Hundred Thousand Dollars (\$100,000) per breach plus disgorgement of any money or the value of anything that I may receive in connection with my breach as liquidated damages in the event I breach any provision of this certification. Furthermore, I will indemnify and hold harmless Producer, the Network, and their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representative and employees, 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 my breach of any provision of this certification.

ACCEPTED AND AGREED:

Signature: _____ Date: _____

Print Name: _____