



VIDEOTAPE SUBMISSION INSTRUCTIONS

NOTE: YOU ONLY NEED TO MAKE A VIDEOTAPE IF YOU CAN'T MAKE IT TO ONE OF THE OPEN CALLS IN LA, AUSTIN, NASHVILLE, CHICAGO, NYC, SAN FRANCISCO. DATES AND LOCATIONS SUBJECT TO CHANGE.

Getting Started:

1. The video you send us **MUST BE NO MORE THAN 10 MINUTES IN VHS, MINI DV OR DVD FORMAT.** We will not accept any other formats. If you are using another format, please dub that tape to VHS or DVD.
2. **HAVE A FRIEND OR RELATIVE FILM YOU.** It will make the quality of your tape better.
3. **MAKE SURE YOU ARE NOT BACKLIT.** Standing in front of windows or other major light sources looks terrible on camera.
4. **STAND IN FRONT OF A COLORFUL BACKGROUND** so you don't appear washed out. White walls don't work.
5. **DO NOT WEAR ALL WHITE OR BLACK OR ANY OUTFITS WITH INTENSE PRINTS** as they may affect image quality.
6. **MAKE SURE YOU ARE FRAMED PROPERLY.**

• AT THE BEGINNING OF THE TAPE, HAVE A CLOSE, TIGHT SHOT OF YOU SMILING. • FOLLOW THIS UP WITH A FULL BODY SHOT. • FOR THE REST OF THE VIDEO YOU SHOULD BE STANDING IN SINGLE FRAME FROM WAIST UP.

7. Turn off all Televisions, Radio, Air Conditioning, or anything else that might add extra noise. Stay close to the camera mic because it is the only source of audio. Make sure we can hear you.
8. Be Kind, Rewind. Rewinding your tape to the beginning greatly increases our fondness for you.

What to talk about on tape:

1. **INTRODUCE YOURSELF.** Give us your name, age, occupation, where you're from and where you live now. Please also use this time to introduce us to the important people in your life.
2. **ANSWER THE FOLLOWING QUESTIONS:**
 - Name
 - Age
 - Occupation

***IMPORTANT:** Do not read these questions on camera. We want you to keep these questions in mind and incorporate the questions and answers conversationally on camera.

PLEASE DO NOT TAKE US ON A ROOM-FOR-ROOM TOUR OF YOUR HOUSE.

3. We need to **SEE YOU IN ACTION (CUTTING HAIR)**. Please show us **YOU cutting a graduated bob and a cut of your choice**. Your **DVD, VHS or miniDV MUST show us your skill and imagination**. We want the raw footage. You do not need to get fancy when you shoot this. Please have somebody else film you (provided that you have the right of the person that tapes you to grant all of the rights set forth herein). Whoever is shooting this should keep the shots in a medium frame. We need to be able to **CLEARLY see you CUTTING the hair at all times**. Do not pan and tilt and do all sorts of crazy moves. Focus solely on the **HAIRCUTTING, not the PERSON**.
4. **SHOW US YOUR HOBBIES**...if you are a skier or salsa dancer, **SHOW US!** Feel free to videotape any photographs you have that best tell your story (only if you have permission from the photographer and anyone in the photos to do so). If you have extra recent video footage, feel free to include that as well (only if you have permission from the videographer and anyone in the video to do so). Take us on a tour of your life. Show us what's important to you. Quickly introduce us to the important people in your life. If you have medals/awards, **SHOW US!** Brag about yourself! If you don't tell us...we'll never know!

POINTS TO HIT: How would your closest friends describe you? What's something we would never know just by looking at you? When did you decide to become a stylist and why? What role do you play when you're with your friends? Are you the crazy outgoing one or the more easy going type? What's the craziest thing you've ever done? Why do you want to be on this show? Who are the most important people in your life? When are you happiest? In a bar, cutting hair, doing extreme sports, debating in a political conversation? If you were on the show, what would your dream be? (E.g.: Do a photo shoot for the cover of a high-end fashion magazine? Collaborate with a famous fashion designer?) Explain what you do for a living. Are you different at work than you are with friends/family? If so, how? What sets you apart from other stylists in general?

The video must be original, truthful, unpublished, created solely by the submitting applicant, must not have been submitted in any other competition, and must not infringe upon any rights of any third party, including, but not limited to, copyright, trademark, and rights of privacy and publicity. In addition, your family must be the owner or legal lessee of the home or property depicted in the video, if any. You must have the right of the person that tapes you to grant all of the rights set forth herein. The video must not include any music or singing.

DEADLINE: Completed applications and videotapes must be received by **March 30th, 2009*** at 12:00 PM ET to be considered.

*The production company reserves the right to extend the application deadline in its sole discretion.

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

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

- 1) Completed and signed Application Form
- 2) Completed and signed Certification of Veracity
- 3) A copy of your current Cosmetology License
- 4) A recent, clear photo of yourself
- 5) A photocopy of your Driver's License or government issued photo ID
- 6) Your up to ten-minute videotape clearly labeled with your name, address, and phone number **(if you are not attending an open casting call)**.

Please do not include anything except the six items listed above. If we like your application and videotape, we may ask you to attend an interview in one of the following cities: Los Angeles (March 15), Austin (March 22), Nashville (March 22), Chicago (March 29-30), New York (March 29-30), San Francisco (April 5). **Dates and Locations subject to change.**

Send your completed application and videotape to:

**Shear Genius: Cycle 3 – Attention Casting
10061 Riverside Drive
Box #749
Toluca Lake, CA 91602**

EXTENDED APPLICATION INSTRUCTIONS

1. Please fill out the application legibly, using dark colored ink. If you run out of space answering any question, please attach additional pages and reference the question(s) you are answering on such additional pages.
2. You must fill out the entire application. Do not leave any question unanswered. If any question is not applicable to you, write N/A in the space provided, or if no space is provided, next to the question. Failure to answer any question may be grounds for not considering your application.
3. Please write only on the printed side of the paper, but feel free to attach additional sheets if necessary.
4. Complete and return this application ASAP, as we have a very limited amount of time until production begins. That said, PLEASE, take your time and answer completely and honestly.

Thank you for your time and effort and GOOD LUCK!



Application Questionnaire

To be considered for this show, you must fill out this application honestly, accurately, completely, and to the best of your ability. Failure to do so may result in your elimination from consideration or from the show, as well as the forfeiture of any prizes or other things you may have been awarded, whether or not you have already received them. Applications that are incomplete, illegible, arrive with postage due or corrupted are void and will not be accepted.

Note: *Throughout this application, you will be asked for contact information for various people. By listing a person, you are granting us permission to contact that person as a reference, as a means of contacting you, or as a means of obtaining additional information about you.*

Name: _____

D.O.B*: _____ Gender: _____

Current Address: _____

Home Phone: _____ Cell Phone: _____

Work phone: _____ 2nd Phone: _____

Emergency Contact: _____ Emergency Phone: _____

Email Address: _____

MySpace/Website URL: _____

Hometown: _____ Nearest Airport: _____

Height: _____ Weight: _____

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

PART I: GETTING TO KNOW YOU (Please answer every question. Do not leave any questions unanswered or any space blank. If a question is not applicable to you, write N/A in the space provided, or, if no space is provided, next to the question.)

List your current occupation and last three jobs: _____

Are you a hairstylist? Yes No (circle one). If YES, how many years have you been a hairstylist? _____

Are you a colorist? Yes No (circle one). If YES, how many years have you been a colorist? _____

Do you do hair extensions? Yes No (circle one). If YES, how many years have you done hair extensions? _____

Do you make a living as a hairstylist? Yes No (circle one)

Or is this a hobby? Yes No (circle one)

If you do not currently make a living as a hair stylist, how do you make your living?

Have you attended any of the following schools (Cosmetology Schools, Beauty Schools, Hair Cutting Schools, Hair Designing Schools, Hair Dressing Schools, Barber Schools) or any other trade schools?

No _____ If NO, what is your background? _____

Yes _____ If YES, please fill out next two questions:

Name of school(s) & program(s) that you attended:

Did you graduate? Yes No (circle one)

If YES, please list type of degree earned _____

Have you ever worked or do you currently work for a Hair Salon? Yes No (circle one)

If YES, please list any and all positions you have held working for a salon to date (include your responsibilities and if it was a staff or intern position):

Company	Position	Dates

Do you or have you ever owned your own Salon? If so, what is the name and location(s)?

If you own your own salon, how long have you been in business for? _____

List any places that your personal products or styles may be displayed or advertised (internet included).

If you own your own salon, what were your gross sales for your biggest year?

What are your areas of expertise? Please explain.

How would you describe your hair philosophy or point of view?

What would someone close to you describe as your best and worst traits?

Describe your most embarrassing moment.

What is an odd fact or talent you possess?

Who are the hairstylists you admire the most?

Have you met any of them/do you know any of them? Yes No (circle one)

If YES, who have you met?

Who are you dying to work with and why?

Who is your least favorite hairstylist and why?

Do you have a license to perform hair cutting or hair styling or cosmetology services?

Yes No (circle one)

If YES, please list type of license and in which state/country the license is issued.

If NO, have you ever in the past been licensed to perform hair cutting or hair styling or cosmetology services?

Yes No (circle one)

If YES, please list type of license and in which state/country the license is issued, and the reasons you no longer have such a license.

Have you ever had a license to perform hair cutting or hair styling or cosmetology services suspended or revoked?

Yes No (circle one)

If YES, please explain.

What are your favorite hair magazines? _____

What are your favorite television shows? _____

What are your favorite movies? _____

Who are the most important people in your life? _____

Have you met, worked with, socialized with, or do you know any stylists, models, designers, actors, actresses, and photographers? Yes No (circle one)

If YES, please list names and detail the nature and extent of your relationship.

Are you currently or have you ever been represented by a manager or agent in any capacity? Yes No (circle one)

If YES, please specify what the representation covers or covered (e.g., modeling, acting, styling) and provide the name of the manager or agent, along with their phone number and e-mail address:

PART II: THINGS WE MUST ASK (Please answer every question. Do not leave any questions unanswered or any space blank. If a question is not applicable to you, write N/A in the space provided, or, if no space is provided, next to the question.)

Are you a legal resident of the United States? Yes No (circle one)

Are you at least 21 years of age? Yes No (circle one)

Do you have a valid passport that will be in full force and effect beginning no later than May 1, 2009 and continuing through December 31, 2009? Yes No (circle one)

If YES, please provide passport number, nationality of issuance and expiration date:

Have you applied to be on any TV shows in the past year? Yes No (circle one)

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 (circle one)

If YES, which one(s)?

Will you be appearing on any TV shows that are scheduled to air in the next year?

Yes No (circle one)

If YES, which one(s)? _____

Do you know anyone else who is applying to be on Shear Genius (the "Program")?

Yes No (circle one)

If YES, please list their name(s) and address(es): _____

Have you ever acted, performed or appeared on television (including cable), film or stage? Yes No (circle one)

If YES, please list the dates and shows: _____

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

Yes No (circle one)

If YES, please provide dates and details. _____

Are you available to leave your family, work, and friends to go to a location to be designated by the Program producers for **approximately between three and five consecutive weeks and possibly longer or shorter** (plus time for promotion and publicity), beginning in May of 2009 and for one (1) additional week beginning on a date to be announced by Program producers (all dates and lengths of periods of production are subject to change in producer's sole discretion)?

YES NO (Circle One)

Not including your current residence, list the cities and countries you have lived in and state how long you lived in each place?

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 of the Program 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.

Have you ever been convicted of a felony or a misdemeanor? Yes No (circle one)

If YES, please give dates and details: _____

Have you ever been a party to a civil lawsuit? Yes No (circle one)

If YES, 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 had a temporary restraining order issued against you or has anyone ever attempted to obtain a temporary restraining order against you? Yes No (circle one)

If YES, please give details, including, without limitation, date(s), place(s), name of 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.

Have you ever been convicted of any crime of reckless or drunk driving?
Yes No (circle one)

If YES, please describe in detail, tell us when and where the event occurred, and what the outcome was.

Have you ever done or been involved in anything that would cause the Program producers and/or the cable network and affiliates that may exhibit the Program any embarrassment or monetary loss if you are chosen to participate in the Program?
Yes No (circle one)

If YES, please list and explain the specific matters: _____

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. 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) Faboo or its parent or affiliated or subsidiary companies, including, without limitation, Ben Silverman Productions, LLC dba Reveille 2 (the "Producer");
- (c) Any television network, station or channel, cable network, or satellite network that may air the Program;

- (d) Any person or entity involved in the development, production, distribution or other exploitation of the Program or any version or variation thereof;
- (e) Any person or entity supplying prizes or other services to the Program; or
- (f) Any sponsor of the Program or its advertising agency.

If you do not know anyone who fits the above categories, please write “None” in the space below.

If you are chosen to be on the Program, is there any person or part of your life that you would prefer not to share on-camera (*i.e.*, social organizations, activities, friends, family)? Yes No (Circle One)

If YES, please describe, including your reasons:

List all TV game or contest shows on which you have appeared, whether or not you won a prize. If you have not appeared on any such shows, please state this. Do not leave the space below blank.

Have you appeared in any magazines, publicly disseminated photographs, advertisements or on the Internet? Yes No (circle one)

If YES, please describe:

Have you ever created a website or posted any materials on any website (e.g., Facebook, MySpace, etc.)? Yes No (circle one)

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

Is there anyone among your family, friends or work colleagues that would object to you appearing on television? Yes No (circle one)

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

PART III: REFERENCES AND CONTACTS (Please answer every question. Do not leave any questions unanswered or any space blank.) 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.

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.):

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

Please list **ALL** the hair stylists, models, actors, actresses, designers and photographers that you've worked with in the past and in what capacity. (Feel free to use the back of the page if you run out of room.)

Name	Phone	How You Know Them and Nature/Extent of Relationship	Last Time You Worked With Them
1.			
2.			
3.			

4.			
5.			
6.			

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 IV: ELIGIBILITY REQUIREMENTS AND RELEASES

1) You must be either a legal resident of the United States or otherwise legally permitted to participate in the Program in the United States.

2) You must be at least 21 years of age as of May 1, 2009.

3) You must not be a candidate for public office and must agree not to become one until one (1) year after the initial exhibition of the episodes of the Program or any programs in which you appear, if selected as a contestant and if such Program or programs are exhibited.

4) You must either (1) have a valid license to cut and style hair issued by one of the fifty (50) United States or the District of Columbia or a foreign jurisdiction by May 1, 2009; or (2) if you reside in a foreign jurisdiction which does not require licensing for hairstyling services performed in such jurisdiction, then you must have education in the field of cosmetology AND have worked as a hairstylist for a living for a minimum of three (3) years by May 1, 2009.

5) You may not participate in the Program if your participation would create impropriety or the appearance of impropriety. In making this determination, Producer and Bravo Media LLC 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) NBC Universal, Inc., Bravo Media LLC, the Network, or any television production company, network, station or distributor owned and/or operated by NBC Universal, Inc.;
- (b) Producer;
- (c) Any person or entity involved in the development, production, distribution or other exploitation of the Program or any version or variation thereof;
- (d) Any sponsor of the Program or its advertising agency; or
- (e) Any person or entity supplying prizes or other services to the Program.

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

- 6) If you are selected as a potential contestant, you must execute waivers and release agreements, including, but not limited to, an Applicant Agreement, Release and Arbitration Provisions and other agreement(s) as required by the Producer or the Network, or any of their licensees, successors or assigns.
- 7) You will need to be available to the production for **approximately between three and five weeks or possibly longer or shorter beginning in May of 2009 and for one (1) additional week beginning on a date to be announced by Producer** (all dates and lengths of periods of production are subject to change in the sole discretion of Producer), and you will need to be available for pre-production and post production activities. Furthermore, you may be separated from the other members of your family for some or all of this time. You will need to be willing to travel to various locations as part of production.
- 8) If selected as a semi finalist, you must be willing to submit medical information to the production and submit to a medical examination, psychological examination, and background check to the maximum extent permitted by law if and to extent required by Producer and/or the Network.

* * *

- 9) You hereby give the following representations, warranties, acknowledgements, consents and releases:
 - (a) 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 set forth in this application; (ii) I have completed this application honestly and accurately; (iii) if any of the information in this application is found to be false or incomplete, this will be grounds for dismissal from the contestant selection process and/or from the contest and/or from the Program if selected; (iv) even if I meet the eligibility requirements, Producer has no obligation to interview me and/or select me as a contestant; (v) I agree to keep strictly confidential all information about the Program that I acquire during the contestant

selection process and/or during my participation in the Program (if applicable); (vi) my voice, actions, and likeness will be recorded as a part of this application and contestant selection process, and I understand that Producer may, but is in no way obligated to, actually use such recordings within the Program or in any other manner; (vii) even if I am selected as a contestant, Producer has no obligation to produce the Program or conduct the contest and Network has no obligation to exhibit it, even if conducted and produced; (viii) all decisions by Producer concerning selection of the contestants are final and not subject to challenge or appeal; and (ix) Producer has no obligation to return any materials submitted by me as part of the contestant selection process whether or not I am selected as a contestant, and Producer may, but is in no way obligated to, use any such materials in the Program or in any other manner.

(b) By signing below and submitting this application, I hereby consent to the recording, use and reuse by Producer and the Network, and each of their respective licensees, successors, assignees, parents, subsidiaries, or affiliated entities and each of their respective representatives, employees, agents, officers and directors (collectively referred to herein as "Releasees"), of my name, voice, actions, likeness (actual or simulated), nickname, appearance, biological and biographical information, and any information contained in, derived from or obtained in connection with this application, including, without limitation, any recordings or still pictures of me taken during the contestant selection process and any materials submitted by me in connection with my application, including, but not limited to, my video and photograph of me (collectively referred to herein as "Likeness"), as edited, altered, or modified by the Releasees or any of them, in any and all media now known or hereafter devised, throughout the universe, in perpetuity, including, without limitation, in and in connection with the Program, in and in connection with other programs, and in and in connection with all allied, ancillary and subsidiary rights therein, including without limitation, advertisements, promotion, publicity, marketing and merchandising, or otherwise. Further, by signing below and submitting this application, I warrant and represent that everyone appearing in the video submitted by me in connection with this application, anyone appearing in any images submitted by me in connection with this application, and anyone that may have shot the video and taken the images and photos submitted by me in connection with this application agrees that the video, images and photos may be used in and in connection with the development, production, distribution and/or exploitation of the Program and/or any other production and in the advertisements, publicity and promotions for the Program, any other production, and for any entity that broadcasts, exhibits, transmits, distributes or otherwise exploits my Likeness, the Materials (as defined below), the Program or other production throughout the universe at any time, in perpetuity, in any and all media, whether now known or hereafter devised, without any compensation whatsoever. I agree that 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 Releasees exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any recordings made by any of them as well as in and to any video, recordings and still pictures that I have provided or may provide in connection with my application and any other materials that I have provided or may provide in connection with this application, the Program and the contestant selection process, which video, still pictures and any other materials will not be returned to me (collectively referred to herein as 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, throughout the universe, in perpetuity including, without limitation, in and in connection with the Program, in and in connection with other programs, and in and in connection with advertisements, promotion, publicity, marketing and merchandising, or otherwise. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I hereby release Releasees from any and all liability arising out of their recording or use of my Likeness and/or the Materials and any and all claims, actions, damages, liabilities, losses, costs and expenses in any way arising out of or resulting from their recording or use of my Likeness and/or the Materials. I agree not to make any claim against any of the Releasees as a result of the recording and/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). I understand that I will not be paid any money for giving Releasees these rights or for signing this application.

I agree to take, at Producer's expense, any further action, in writing (including, without limitation, execution of affidavits and/or other documents), requested by Producer to effect, perfect or confirm Producer's and the Network's rights in the Materials and my Likeness, including, without limitation, the rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit the Materials and my Likeness in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to me or any other person or entity.

(c) I understand that the contestant selection process will involve subjective decisions made by certain individuals selected by Producer and/or the Network in their sole discretion. I understand that the contestant selection process may involve subjective decisions made by the public. I further understand that those certain individuals, the Network, 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 contestant selection and elimination decisions shall be final and binding on me in all respects, and shall not be subject to challenge or appeal.

(d) Release and Agreement Not to Sue. To the maximum extent permitted by law, by signing this application I hereby release the Releasees and any television station or channel, cable network, or satellite network that airs the Program, the other contestants and participants in the Program, the advertisers connected with the Program, each of their respective parent, subsidiary and affiliated companies, all other persons and entities connected with the Program, and each of their respective officers, directors, agents, representatives, employees, successors, assignees, and licensees from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or by reason of, my participation in or in connection with the Program, and/or the recording or use of my Likeness and/or the Materials, including, without limitation, my participation in the contestant selection process of the Program, any exploitation of the Program or my appearance on the Program, the failure of Producer to select me as a contestant, the cancellation of the Program, or the exercise by Producer of any rights granted by me with respect to the Program 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.

(e) 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 this application, any supporting documents and any other document that I submit, have signed or do sign in connection with my application to be selected as a contestant in the Program, or any other written or oral statements I make in connection therewith. Without limiting the foregoing, 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 claims, actions, damages and 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/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 contestants in the Program, and may be described or otherwise related in and in connection with the Program, in and in connection with another program, and/or in and in connection with any advertising, promotion or publicity for the Program or other program.

(f) I hereby authorize Producer and any person or entity designated by Producer to conduct psychological and physical examinations and background investigations of me if required by Producer in Producer’s sole discretion to the maximum extent permitted by law. I further authorize the individuals conducting such examinations and investigations of me to disclose to Producer and to Producer’s representatives all information about me obtained in connection with such examinations or investigations, and I hereby authorize Producer to utilize such information in selecting contestants 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.

(g) Whether or not I am selected to be a contestant on the Program, I shall keep in strictest confidence and shall not disclose to any other applicant, contestant 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 the Network, the business of Producer or the Network, any program produced by Producer and/or exhibited by the Network, including, without limitation, any information concerning or relating to the Program, the Program applicants, the Program contestants, the location(s) of the Program, the events contained in the Program, or the outcome of any contest in or 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 contestant on the Program or (if I am selected to be a contestant) as the result of my experiences as a contestant 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 the Network. 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 shall continue in perpetuity or until terminated by the Network by giving me written notice of termination. In no event will I have the right to terminate my confidentiality obligations under this application. I acknowledge that in the event I breach the confidentiality or any other provisions of this application, my breach may, in the sole discretion of Producer and/or the Network result in my being disqualified to participate as a contestant in the Program. I further acknowledge that a breach by me 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, I 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 me. I also recognize that proof of damages suffered by Producer and the Network in the event that I breach any of the confidentiality provisions of this application will be costly, difficult, and/or inconvenient. Accordingly, I 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 I may receive in connection with my breach as liquidated damages in the event I breach any of the confidentiality provisions of this application prior to the initial exhibition of the final episode of the Program. I agree that One Million Dollars (\$1,000,000.00) plus disgorgement of any income that I may receive in connection with my breach is a reasonable estimate of the amount of damages Producer and the Network are likely to suffer in the event I breach any of the confidentiality provisions of this application prior to the initial exhibition of the final episode of the Program, considering all of the circumstances existing as of the date of this application. In addition, I agree to pay Producer and Network the sum of One Hundred Thousand Dollars (\$100,000.00) per breach plus disgorgement of any income that results from my breach as liquidated damages in the event I breach any of the confidentiality provisions of this application after the initial exhibition of the final episode of the Program. I 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 I breach any of the confidentiality provisions of this application after the initial exhibition of the final episode of the Program, considering all of the circumstances existing as of the date of this application.

10) As used herein, "Producer" shall include Faboo, its licensees, successors and assigns, and each of their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, licensees and assigns. I agree that Producer may license, assign, and otherwise transfer this application and all rights granted by me under this application to any person or entity.

11) This application shall be interpreted under the internal, substantive laws of the State of California without regard to the conflicts of law provisions thereof.

12) **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 AN ARBITRATOR EXPERIENCED IN THE ENTERTAINMENT INDUSTRY AND LICENSED TO PRACTICE LAW IN CALIFORNIA. 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 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.

13) **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.

I have read, understand, and agree to be bound by all of the terms and conditions of this application. I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS APPLICATION, INCLUDING, WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS APPLICATION.

Signature _____ DATE: _____

Name (Please print or type) _____

Address _____

Phone Number _____

NOTE: You MUST NOT DISCLOSE any information you have learned about the Program during this casting/application process.

If you OR ANY ASSOCIATE, FRIEND, RELATIVE, AGENT, REPRESENTATIVE OR OTHERWISE does disclose any information about this Program to any third party including but not limited to members of the media or press, YOU MAY BE IMMEDIATELY DISQUALIFIED FROM THE APPLICATION PROCESS AT THE SOLE DISCRETION OF THE PRODUCER.

Thank you for your time and effort in completing the form.

Please notify Producer in writing if there is a change in your address, phone number or other information provided by you in this application.

Don't forget to attach a photocopy of your Driver's License or government issued photo ID and any military discharge records, if applicable.

Please be sure to sign and date the Certification of Veracity on the next page. If you fail to do so, your application will not be considered.

Good Luck!

FOR PRODUCTION USE ONLY:

Any possibility of LEG? _____ YES NO (circle one)

If yes, number on driver's license or other form of government photo ID: _____

Attach photocopy of ID document, or write tape number and time code of close-up of ID document here: _____.

CERTIFICATION OF VERACITY

1. I have voluntarily applied to participate in the third cycle of the television program currently entitled "SHEAR GENIUS" (the "Program") being produced by Faboo ("Producer") for possible exhibition by the Bravo cable television network (the "Network"). In order to be considered as a contestant 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 contestant 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 contestant in the Program, may remove me from the Program, and/or may withhold from me or cause me to return any prizes, monies, or other items that I have won or received, including, without limitation, any prizes, monies, or other 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: _____