

I WANNA DATE A RACE CAR DRIVER

APPLICANT STATEMENT

As a material inducement to the producers of “I Wanna Date Race Car Driver”, High Five Entertainment (the “Producers”), to consider my application to participate in “I Wanna Date A Race Car Driver”, a television program intended for initial broadcast on Speed Channel, and for distribution throughout the world, I have truthfully completed the application and questionnaire.

I represent, warrant and certify that each of the statements below is entirely true:

1. I am at least 21 years of age.
2. I am not now, and will not be at any time during my participation (if any) in the taping of “I Wanna Date A Race Car Driver” (hereinafter referred to as the “Program”), married, or engaged to be married.
3. I am not now a legally qualified candidate for any type of political office (“Candidate”) and will not become a Candidate from the time this document is submitted until one year after the initial broadcast date of the Program episode in which I may participate.
4. I am not an employee, officer, director, or agent for Twentieth Century Fox Film Corp., Fox Entertainment Group, Speed Channel, or High Five Entertainment, or any of their respective licensees, assigns, parents, partners, affiliated and subsidiary companies, and neither is anyone in my immediate family (mother, father, sister, brother, regardless of where they live), and neither is any member of my household (whether related to me or not).
5. I understand and agree that the Program and the application process to qualify for participation in the Program, is not a game lottery, contest, or sweepstakes, and is therefore not subject to any laws or regulations governing games, lotteries, contests, or sweepstakes. I also understand and agree that this application in no way constitutes an application for employment, as no form of employment is being offered, and I am knowingly and voluntarily submitting all of the information in this application.

6. I am in good physical and mental health, and I understand that my participation may involve activities and hazards exposing me to the risk of death, serious injury, illness and property damage. I agree to assume those risks and will execute formal releases of claims relating to those risks if I am to be more seriously considered as a participant in the Program.
7. I have truthfully and thoroughly completed the attached questionnaire, and I will truthfully and thoroughly complete additional questionnaires if they are submitted to me, and I will truthfully and completely answer any and all questions that may be asked of me in any form throughout the application process. I understand that the questions I am asked may include questions about my prior criminal record, if any, my medical history, and my personal history. I acknowledge that the Producers (and their assignees) will own all right, title, and interest in and to the questionnaires, and my responses to them, and may use them in any media (e.g., television, home video, internet, etc.) they choose in their sole discretion throughout the world forever without further consents from, or obligations to, me.
8. I understand that if I am selected to participate in the Program, I may be required to travel for a period of several days, and I will do so. I understand and agree that if I am selected to participate in the Program, I will not be permitted to communicate any details of the Program or its production with anyone (outside of the production personnel during the time of the production) until such time as the episode of Program that I may participate in has had its initial broadcast. This includes but is not limited to press, media, and tourists, and I agree to abide by such limitations.
9. If I am selected to participate in the Program, I agree to follow the rules, guidelines, structure, and format of the Program established by the Producers, and any applicable laws of the United States without exception.
10. I am submitting a videotape of myself to the Producers for their consideration of my application. I represent and warrant that I am the person appearing in the videotape, that no other person except me appears in the videotape, and I own all the rights of every kind in the videotape and its contents, which I assign, along with all right, title, and interest, including copyright, to the Producers. The Producers (and their assigns) will own all the rights in and to that videotape, and may use it in any media (e.g. television, home video, internet, etc.) they choose throughout the world forever without any further consents from, or obligations to, me or to any third party.
11. I understand and agree that the identity of the participants ultimately selected by the Producers will be completely in the Producers’ sole discretion, which they may exercise in any way they choose. I understand and agree that I do not have the right to challenge the Producers’ decision-making process. I also understand and agree that any inaccurate statement by me through any part of the application process may lead to my disqualification from the process.

12. I understand and agree that if selected as a semi-finalist, I will be willing to submit medical information, submit to a medical examination, a psychological examination, and hereby give my consent to the Producers to perform a background check on me, and if necessary sign a waiver form authorizing the release of my personal and background information.
13. I understand and agree that the Producers reserve the right to change the application requirements at any time they wish, in their sole discretion.
14. I understand that it is a federal offense, unless disclosed to the Producers prior to broadcast, to:
 - (a) Give or agree to give any member of the production staff and anyone associated in any manner with the Program, or any representative of Producers anything of value to arrange my appearance on the Program.
 - (b) Accept or agree to accept anything of value to promote any product, service or venture on the Program, or use any prepared material containing such a promotion where I know the writer received consideration for it.
15. My participation in this activity is at my own risk. I release Producers and Speed Channel, and each of their respective parent companies, subsidiaries, and affiliated companies, licensees, successors, and assigns, and each of their respective officers, directors, agents, representatives and employees, and all others connected with the Program, from any and all claims, actions, damages, liabilities, losses, costs and expenses, in any way arising out of or resulting from my participation in the activity, including, without limitation, any and all claims, actions, and liabilities for injury, loss or damage to me, to anyone else or to any property, regardless of whether or not such injury, loss or damage was caused by the negligence or willful misconduct of the Producers or Speed Channel, or any of their respective officers, directors, agents, representatives or employees, or anyone else connected with the Program. I agree to defend and indemnify Producers and Speed Channel, and each of their respective parent companies, subsidiaries and affiliated companies, licensees, successors, and assigns, and each of their respective officers, directors, agents, representatives and employees, and all others connected with the Program, and hold them harmless from any and all liabilities, claims, actions, damages, expenses and losses (including, without limitation, attorneys’ fees) of any kind or nature whatsoever in any way caused by or arising out of my participation in the activity.

16. By submitting this application I acknowledge and agree that I waive all claims I may have now or in the future regarding the application process.

I have signed this statement on the _____ day of _____ 2004, in the presence of _____ (please print name of witness).

Applicant signature: _____

Name (please print or type): _____

Signed in presence of: (print name) _____

Witness signature: _____