

group is under the age of 18, the participant's parent or legal guardian must also sign his or her Statement and Release where indicated. **You and each member of your cooking group must sign and date a separate Statement and Release, which must be submitted along with this application and your video submission and photo (see below).**

AUDITION VIDEO SUBMISSION: Please prepare a video of yourself and your cooking group in accordance with the Audition Video Submission Guidelines attached to this application and a photo of yourself and your cooking group in the kitchen. The video must be sent to us on miniDV or DVD, along with your photo, application and the signed statement and release for each participant, and postmarked by November 16, 2009.

[PLEASE READ AND SIGN STATEMENT AND RELEASE ON FOLLOWING PAGES AND REVIEW THE AUDITION VIDEO SUBMISSION GUIDELINES ATTACHED HERETO]

STATEMENT AND RELEASE

PLEASE READ, SIGN AND DATE the following.

1. In consideration for my possible appearance in a television program currently entitled "Cookalong Live" ("Program") to be produced by Rumpole, Inc. ("Producer") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby grant Producer, Fox Broadcasting ("Network") and each of their respective parent, subsidiary and affiliated entities and their respective employees, agents, representatives, officers, directors, designees, licensees and assigns (collectively "Releasees") the following:

(a) The absolute and irrevocable right and permission (but not the obligation) to interview me, audition me, photograph, film, tape and otherwise visually, audio visually and/or by audio means record me and/or my voice by any method whatsoever in connection with the Program and the advertising and promotion of the Program.

(b) All rights of every kind and character whatsoever in perpetuity throughout the universe in and to (i) any and all footage, tapes and/or other recordings taped, filmed, photographed, recorded and/or otherwise produced hereunder and in any performances or actions made by me, (ii) material supplied by me (whether scripted or unscripted, written, spoken, sung, or otherwise uttered or expressed by me) and information given by me and/or was captured on any such footage, tapes, and/or recordings, including without limitation, any recipes provided by me or prepared by me in connection herewith, and (iii) all of the results and proceeds thereof (collectively, [i], [ii] and [iii] shall be referred to as the "Material"). The Material shall be owned by Producer who shall use it for internal casting purposes and possibly for broadcast as part of the Program and for such other uses as Producer may determine.

(c) The absolute and irrevocable right and permission (but not the obligation) to use my name, voice, likeness, biography and personal attributes in connection with the Program and the advertising, promotion, marketing and distribution thereof ("Likeness").

(d) The right to edit, dub, subtract from, add to, modify or juxtapose the Material and the Likeness in any manner and to combine the Material and Likeness with any other material. I understand, acknowledge and agree that the Producer shall have no obligation to use any of the Material and/or the Likeness in or in connection with the Program.

I grant the rights hereunder whether or not I am selected to participate as a contestant in the Program in any manner whatsoever. Without limiting paragraph 4 below, I release Releasees from any and all liability arising out of their use of the Likeness and/or the Materials and I agree not to make any claim against Releasees as a result of the recording or use the Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and/or any claims based on defamation, libel and/or false light).

2. I hereby represent and warrant that: (i) I have the right to grant the rights granted hereunder; (ii) I have the right to enter into this release; (iii) the consent of no other person, firm, corporation or labor organization is required to enable Producer to use the Material, Statements and the Likeness as described herein; (iv) Producer' use of the Material and Likeness hereunder will not violate the rights of any third party; (v) Producer shall have the right to use the Material free and clear of any claims for royalties, residuals or other compensation, either by virtue of this agreement or any guild or union agreement, which I acknowledge does not govern my relationship with Producer; (vi) I am 21 years of age or older and a citizen or legal resident of the United States; (vii); and (viii) neither I nor any of my immediate family members nor anyone living in my household is or has been within the past two (2) years employees, officers, directors or agents of any of the following: (a) Producer, A. Smith & Co. Productions, A. Smith & Co. Properties, Inc., Optomen and/or any of their respective parents, affiliated and subsidiary companies, or broadcast affiliate; (b) any person or entity involved in the development, production, distribution or other exploitation of the Program or any variation thereof; (c) any sponsor of the Program or its advertising agency; or (d) any person or entity supplying services to the Program. I further represent and warrant that I am not currently a candidate for public office and that I shall not become a candidate for public office until not sooner than 1 year following the initial broadcast of the last episode of the Program, if I am selected as a participant.

3. Without the express prior written consent of Producer and Network, I shall not at any time, reveal, report, publish or disclose any information or trade secrets obtained or learned by me about the Program, including, without limitation, any information concerning or relating to the Program, the participants, the events contained in the Program or the outcome of the Program (collectively, "Confidential Information"). This confidentiality obligation shall remain in place whether or not I am selected to participate in the Program, and shall continue both during and after my participation in the participant selection and, if I am selected as a participant, my participation in the Program, and shall continue regardless of whether or not an episode of the Program has been broadcast which may include some or all of the Confidential Information. I further agree that any Confidential Information of which I become aware will only be used for the express and exclusive purposes for which Producer and Network have instructed me to use the Confidential Information.

4. I acknowledge that Producer has no obligation to me whatsoever. Without in any way limiting the foregoing, I acknowledge and agree that Producer is under no obligation to select me to participate in the contestant selection process or to
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include my participation in the Program. I understand that I will not be paid any money or given any other consideration for giving Producer the rights listed in this Agreement or for signing this Agreement.

5. To the maximum extent permitted by law, I hereby release the Releasees 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 on or in connection with the application process and the Program, including, without limitation, any travel I undertake in connection with my participation in the application process or the Program, any exploitation, distribution, exhibition, advertising and/or promotion of the Program or my appearance on the Program, the failure of the Producer to select me as a participant, the cancellation of the Program, or the exercise by Producer or anyone else of any rights granted by me under this agreement, on any legal theory whatsoever (including, without limitation, personal injury, property damage, wrongful death, rights of privacy and/or publicity, false light, defamation, intentional or negligent infliction of emotional distress, products liability, breach of contract, breach of any statutory or other duty of care owed under applicable laws, infringement of copyright, and loss of earnings or potential earnings).

6. Without limiting the foregoing, my remedies for any breach of this agreement by Producer or others will be limited to an action for damages and in no event will I be entitled to rescind this agreement or seek injunctive or any other equitable relief in connection with the production, distribution, exhibition, exploitation, advertising and/or promotion of the Program or the rights therein.

7. I acknowledge that there is a possibility that after my execution of this release, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this agreement was executed and which, if known by me at that time, may have materially affected my decision to execute this release. I acknowledge and agree that by reason of this release, and the release of liability contained in the preceding paragraph, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. I have been advised of the existence of Section 1542 of the California Civil Code, which provides:

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

Notwithstanding Section 1542 of the California Civil Code, this release shall constitute a full release of liability in accordance with its terms. I knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release and that without such waiver, Producer would not have accepted this release or my application.

8. 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.

ACCEPTED AND AGREED:

I have signed this STATEMENT and RELEASE on _____, 2009 .

[Print Full Name]

[Signature of Participant]

IF THE ABOVE SIGNER IS UNDER 18 YEARS OF AGE: I am a parent (or guardian) of the minor who has signed this statement and release and I hereby agree that I and the said minor will be bound by all of the provisions contained herein.

Name: _____
(Please Print)

Signature

Date

Audition Video Submission Guidelines

In order to be considered for the special, please submit the following information:

Application and Statement and Release. These forms must be completed and signed (you and each member of your cooking group must sign a separate Statement and Release).

Accompanying the Application and the signed Statement and Release for each participant, please prepare a video of yourself and your cooking group in accordance with the guidelines below and a photo of you and your cooking group in your kitchen.

The video must meet the following restrictions:

- 1) **LENGTH:** Two (2) minutes minimum - Ten (10) minutes maximum
- 2) **FORMAT:** mini DV or DVD
 - . DO NOT RECORD yourself in front of a window or harsh light source.
 - . Make sure you are positioned in front of the camera where you can be clearly seen from the top of your head to about your chest area.
 - . Be sure you are in a well-lit room.
 - . BEFORE SENDING – check your mini DV/DVD to make sure there is good picture and sound.
- 3) **DEADLINE:** Submissions must be postmarked by **November 16, 2009**.
- 4) **CONTENT:** Please include the following in your video:
 1. Please state your name, occupation and where you live.
 2. Explain why you want to cook "live" with Gordon Ramsay.
- 5) **LABELING:** All mini DV/DVDs must be labeled with your name and contact information on both the face and spine. Put your name on your photo.

All materials you send will be retained by Rumpole, Inc. and will not be returned to you whether or not you are selected as a participant. Any expenses you incur during the application process, including postage, shipping, materials preparation (mini DV/DVD), are your sole responsibility.

Applications will only be considered if they are received as a complete package (application, release, photo and mini DV/DVD).

Send your forms, photo and mini DV/DVD submission to the following address:

GORDON RAMSAY: COOKALONG LIVE - CASTING

**Rumpole, Inc.
9911 West Pico Blvd., Suite 250
Los Angeles, California**

Unfortunately, we will not be able to verify that we have received your application. If you like, you may wish to send your application package via an expedited courier (such as Fed Ex or UPS). They will provide a tracking number that you can use to verify the receipt of your package. Rumpole, Inc. is not responsible for lost applications, photos and/or mini DV/DVD.