

NEXT PRODUCTIONS RELEASE AND WAIVER FORM

Please print your full name

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

I acknowledge that I am not an employee nor any of immediate family members (defined for these purposes as including parents, spouses, children, siblings, grandparents and each of their respective spouses) or households (whether related or not) are employees of VP by the Hour, HR by the Hour Inc., Warner Brothers, Patriot HunterLLC, 321 Entertainment, Premier Pigments, American Institute of Intradermal Cosmetics AIIC, Alliance for Safe Practice, NEXT Productions, their respective affiliates, subsidiaries, public relations and marketing agencies, and their) as employees of those companies are NOT eligible to enter or win.

I hereby acknowledge that: (i) I understand, satisfy, and agree to be bound by, the eligibility requirements for The VP Contest and The Sales Contest (the "Program"); (ii) I have answered and will answer all questions posed to me honestly and accurately; (iii) If any of the information that I have provided or will provide is found to be false or incomplete this may be grounds for dismissal from the Program selection process, and/or my being dismissed as a Program contestant, if previously selected as a contestant; (iv) Even if I meet the eligibility requirements, NEXT Productions and/or any of their respective licensees, assignees, or parents, or affiliated or subsidiary companies (collectively, "the Producers") have no obligation to conduct any initial and/or follow-up interview with me, and/or select me as a contestant; (v) Even if I am selected as a contestant, the Producers have no obligation to produce the Program, even if it is produced, (vi) the Producers reserve the right to use any, all or none of the footage from taping and pilot programs (vii) All decisions by the Producers concerning selection of the contestants and winners in the Program are final and not subject to challenge or appeal; and (viii) the Producers shall own and shall have no obligation to return or maintain any materials submitted as part of my application whether or not I am or am not selected as a contestant.

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

Program or any exploitation of the Program of any kind. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I release Releasees from any and all liability arising out of their use of my Likeness and/or the Materials. I agree not to make any claim against Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and any claims based on defamation or libel or false light). This agreement shall be deemed to be entered into in San Diego 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.

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

I acknowledge that in connection with my application for the Program, I may become privy to confidential and/or proprietary information and material of Producers concerning the Program (collectively “Confidential Information”). Not by means of limitation to any subsequent confidentiality obligations to which I may become subject to Producer or any other party, I agree to keep in strictest confidence all Confidential Information which I learn concerning the Program regardless of whether or not I am selected to participate in the Program, or whether or not I am selected to advance to any portion of the interview and/or selection process for participation in the Program, for a period from the date of this release until three (3) years from the initial broadcast of the final episode of the finale cycle of the Program series as a whole (as distinct from the episode cycle for which I am applying). In the event that I disclose any Confidential Information in violation of the terms herein, I shall be liable to Producer for any damages

suffered by my disclosure of any such Confidential Information. In addition, Producer shall have the right to injunctive relief, without posting any bond, to prevent and/or cure any disclosure or threatened disclosure of Confidential Information by me, or anyone acting at my direction.

Without limiting the foregoing, any provision of this agreement that is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this agreement invalid, illegal or unenforceable in any other jurisdiction. This agreement expresses the entire understanding between me and the Producers and replaces any and all former and contemporaneous agreements, understandings or representations between me and the Producers. Any laws that require or suggest that the interpretation of a document or agreement, or the resolution of any ambiguities contained therein, should be resolved against the drafter of the document or agreement, are hereby waived. No modification, alteration or amendment of this agreement will be valid or binding unless in writing and signed by both me and the Producers.

No waiver by the Producers of any term or condition of this agreement will be construed as a waiver by the Producers of any other term or condition; nor will any waiver by the Producers of any default under this agreement be construed as a waiver by the Producers of any other default. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The Producers may freely assign, in whole or in part, any of their rights or obligations under this agreement. I may not assign my rights and obligations under this agreement. I have signed this release on the day of _____ 2009

Signature