

# **UNTITLED KIDS COOKING COMPETITION**

# MAIL the following materials to: KIDS COOKING COMPETITION 6255 Sunset Boulevard, 16<sup>th</sup> Floor, Los Angeles, CA 90028

- 1. Application
- 2. Cooking/Plating Video
- 3. 3-5 recent photos of child
- 4. 5-10 pictures of child's food

Please label each document/video/photo with your child's FULL name. ALL SUBMISSIONS MUST BE RECEIVED ON OR BEFORE APRIL 28, 2017.

Email producers at <u>kidscookingshow@magicalelves.com</u> with any questions.

## VIDEOTAPE SUBMISSION INSTRUCTIONS

Please provide a video that meets these requirements:

**LENGTH:** 5 minutes maximum (NOT INCLUDING COOKING DEMO)

**FORMAT:** Please submit your videos in one of these formats: .MOV, .MP4, or QuickTime.

Please send raw video only – do NOT edit, add music, transitions, titles or voiceovers to your video.

**CONTENT:** There is no "right" or "wrong" thing to say or do on a tape, we just want to get to know your child. **But there are TWO RULES**: FIRST, DO NOT HAVE YOUR CHILD READ FROM A SCRIPT OR MEMORIZE STUFF TO SAY (we want to see them talking as if they're in a conversation – again there are no "mistakes," just your child being themselves!); AND SECOND, HAVE SOMEONE ELSE TAPE YOUR CHILD (we want to see your child throughout the tape). In general, we're hoping to get to know who your child is and how they behave in life in a very short amount of time. **DON'T JUST TELL US, SHOW US!** 

Please complete the following elements in the five minute tape; but be as creative as you like while fulfilling what we're asking of your child.

#### 1. INTRO:

Start by having your child tell us their name, where they live, how old they are and what grade they are in. Also show us each of their family members and tell us one sentence about them.

### 2. TEACH SOMEONE CHALLENGE:

Roll the camera, **your child has 1 minute** to teach a friend or relative something they know how to do and have them repeat it. (Example: teach their mom a cheerleading combination; their little brother how to tie his shoe; their friend how to throw a curve ball, etc., it should NOT be cooking related) Time it – they must BEAT THE CLOCK!

### **3. QUESTIONS:**

IMMEDIATELY FOLLOWING TEACHING, DO NOT STOP ROLLING THE CAMERA AND HAVE SOMEONE OFF CAMERA ASK YOUR CHILD THESE QUESTIONS. PLEASE ANSWER IN A FULL SENTENCE.

a. Why are you going to win this competition?

**b.List three things your friends love about you.** 

c. List something that your friend/siblings find annoying about you.

d. Tell us a brief story about when/why you got mad at someone.

e. What will you add to the show that no one else would?

We don't want this video to seem scripted or rehearsed. "Mistakes" are great! Your child can be laughing through a lot of it, even! When they are doing something active, make sure they talk during the action. Remember it's TV, so the more energy and honesty the better!

#### 4. INTERESTS / HOBBIES: (Optional – if you have time left)

We want to see **THEIR HOBBIES** (i.e., If they ride horses or motorbikes, let's see them in action.) Show us what makes your child **UNIQUE!** 

# **5. COOKING & PLATING: (APPLIES ONLY TO APPLICANTS NOT MEETING PRODUCERS IN PERSON)**

Cook and plate your child's most impressive dish from prep to plating. We want to see them chopping, prepping, cooking, and then see them plating the dish. Show off for us! Remember since we can't taste their creation, the more visual the better. Try to talk us through the process like they do on cooking shows! Parents please note: We want to see the entire process. This video is considered outside the 5 min guideline and should be as long as needed to capture the whole dish preparation. Raw footage is encouraged!

With all of it, HAVE FUN and LET'S SEE THEIR PERSONALITY!!!

The videos 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. The video must not include any music or singing.

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

**SAVE:** Save your video and label it with your child's FULL NAME & CITY.

**UPLOAD:** Upload your video to:

1. YOUTUBE and make it unlisted (not private)

OR

2. VIMEO

**MAIL:** Email your YOUTUBE unlisted video link OR VIMEO link + password to: **kidscookingshow@magicalelves.com** with your child's full name and city in the subject line.

# **UNTITLED KIDS COOKING COMPETITION**

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 child's elimination from consideration to participate in the show or immediate dismissal from the show, as well as the forfeiture of any prizes or other consideration your child may have been awarded as a result of his/her affiliation with the show, whether or not you have already received them. Applications that are incomplete, illegible, or arrive with postage due 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 or your child. Please fill this application out with your child. The answers below should be their opinion, not your's, unless stated otherwise.

Submission of an application form and compliance with the above does not in any way constitute an offer to appear on the program. The producers may (but may not) invite your child to attend an interview at the producers' sole discretion. When selecting applicants for the program, the following issues will be taken into account: skill, drive, energy, personality, and love of food. The production team's decisions regarding selection to the program are final.

PART I: BASIC INFO (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.)

Child's Name:				
City/State/Zip:				
Child's Facebook:			gram:	
Snapchat:			Blog:	
Gender: Male or Fen	nale			
Child's Age:				
Date of Birth*:				
*For verification pur	poses only	pursuant to 18 U.	S.C. §§2256 et seq.	
My Child is a U.S. C If not, list your child My child grew up in	's current re	esidency status:		
	City			

Does your child have any allergic reaction to plastics or other materials? YES NO If yes, please list:

Preferred Contact Person for Child during production:

#### PARENT/LEGAL GUARDIAN

Name:	
Address:	
City/State/Zip:	
Home Phone:	
Cell Phone:	
Work Phone:	
E-mail Address:	Occupation:
Personal and/or business website (e.g., Facebook, I	Blogs, etc.):
PARENT/LEGAL GUARDIAN Name:	
Address:	
City/State/Zip:	
Home Phone:	
Cell Phone:	
Work Phone:	
E-mail Address:	_Occupation:
Personal and/or business website (e.g., Facebook, I	Blogs, etc.):

How did you hear about casting for Untitled Cooking Competition Show?

#### PART II: SCHOOL INFORMATION

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

School(s) Child Attended:

Current grade:

Has your child attended a culinary school or any other cooking program? YES NO If yes, list which school(s) and/or program(s) your child attended, years attended, the year graduated and location.

Has your child taking any cooking classes? YES NO If yes, please list:

#### PART III: GETTING TO KNOW YOUR CHILD'S CULINARY BACKGROUND (Please answer every question. Do no leave any questions unanswered or any space blank. If a question is not applicable, write N/A in the space provided, or, if no space is provided, next to the question.)

Please describe the history of your child's interest in cooking (cookbooks, self-taught, internet, family recipes, etc.). Why did they start? When?

How often does your child cook?	Everyday	Couple of days a week
	Couple of days a me	onth
	Every once in a whi	le

What do they like about cooking? What do they not like about cooking?

Please describe their level of cooking experience.

What are your child's strengths/weaknesses in the kitchen?

Have they ever taken a cooking class or worked in a professional kitchen? If so, please give details.

Describe the most impressive dish they make.

What types of cuisine does your child cook?

Do they regard themselves as having any specialties? If so, please describe 3 of your child's signature dishes and give a brief explanation of how your child prepares each dish.

Who do they cook for? What would they say about your child's cooking? If they could cook for anyone, who *would* they cook for?

Does anyone in your family cook especially well? Is your child competitive with them or do they like cooking together?

Is anyone in your family involved in the restaurant business? If so, please give details.

Is cooking just a hobby for your child or something more? Please discuss.

If they could brag about their cooking or their culinary experience/interest, what would they say?

What chefs do they admire and why?

Is there anything that your child refuses to eat or cook?

Why does your child want to be on the show?

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

How would your child describe themselves in one word?

What kinds of people are their favorite people? What kinds are their least favorite?

What is an odd fact about your child or a unique talent that they possess?

What other interests does your child have besides cooking?

What are their favorite subjects in school? What are their least? Please tell us why.

Please list the grades they got on their last report card.

Do they like or hate sports? Tell us about that.

What are their favorite television shows? Favorite movies?

Do they watch cooking shows on television? Yes No (circle one). If yes, which shows do they watch?

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Do they know any chefs that cook in restaurants? Yes or No (circle one). If yes, who do they know and how long have they known them?

Does your child participate in any after school activities? Yes No (circle one) If yes, which activities do they participate in?

Are they in any clubs or organizations? Yes No (circle one) If yes, which ones?

Has your child ever acted, performed or appeared on television or film? If so, list the shows and dates:

PART V: 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 your family.

Please list all family	members in case we nee	ed to get in touch with you:

Name	City, State	Phone	Relationship
1.			
2.			
3.			

Does your child have siblings? If yes, please list their names and ages below:

Please list three adults/teachers who are not related to your child and who they know well:

Name	City, State	Phone	How You Know Them
1.			
2.			
3.			

Please list three of your child's closest friends. If their friend is less than 18 years old please include only the name and phone number of the parent of such friend.

Name	City, State	Phone	How You Know Them
1.			
2.			
3.			

Please list below anyone your child, the parents, or anyone else in your household 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 (Comcast Corporation or affiliated or subsidiary companies);
- (b) The Mission Productions, LP (the "Producer");
- (c) Any person or entity involved in the development, production, distribution or other exploitation of the television program, Untitled Kids Cooking Competition ("Program"), or any version or variation thereof;
- (d) Any person or entity supplying prizes or other services to the Program; or
- (e) 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.

#### PART VI: TV Background Information (Please answer every question. Do no leave any questions unanswered or any space blank. If a question is not applicable, write N/A in the space provided, or, if no space is provided, next to the question.)

Has your child appeared in television program, films, webisodes, radio, commercial, stage or advertisement of any kind? YES NO

Type of	Role	Project Name	Where	Air Date
Product	(lead, extra,		(TV Network,	
(film, TV,	etc.)		Theater, etc.)	
theater, etc.)				
1.				
2.				
3.				

If yes, please provide the following information:

## PART VII: ELIGIBILITY REQUIREMENTS AND RELEASES

1) You and your parents or legal guardians must be (a) a legal resident of the U.S. and able to legally travel to any foreign country in connection with your participation in the Program, or (b) able to obtain the appropriate visa or waiver to enable you to stay legally in the United States to participate in the Program and be able to legally travel to any foreign country in connection with your participation in the Program.

2) You must be between the ages of 9 and 14 as of September 1, 2017.

3) You and your parents or legal guardians 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 in which you appear, if selected as a participant.

4) You may not participate in the Program 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) NBC Universal, Inc. or any television production company, network, station or distributor owned and operated by NBC Universal, Inc.;

(b) Producer, or any other person or entity involved in the development, production, distribution or other exploitation of the Program or any version or variation thereof;

(c) Any sponsor of the Program or its advertising agency; or

(d) Any person or entity supplying prizes or other services to the Program.

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, judging, or distribution of the Program, such that his or her participation in the Program could create the appearance of impropriety.

5) If your child are selected as a potential participant, your child, and you or your child's legal guardians must execute waivers and release agreements, including, but not limited to, an applicant agreement and release and other agreement(s) as required by the Producer or the Network, or any of their licensees, successors or assigns.

6) You and your parents or legal guardians will need to be available to the production for **approximately between three and five weeks or possibly longer or shorter beginning in July 1, 2017,** all dates 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 and your parents or legal guardians 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.

7) Any offer to become a participant is conditioned upon your: (i) granting Producer access to your various social media accounts (as set forth herein) if not fully accessible to public view; and (ii) your submission to physical examinations to be conducted by medical professionals selected by and paid for by the Producer and the certification of the medical professionals that you meet all physical requirements. You must be willing to submit your child's medical information to the production, and your child must be willing to submit to a medical examination,

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8) You and your parents or legal guardians hereby give the following representations, warranties, acknowledgements, consents and releases:

(a) By signing below, I and my parents or legal guardians hereby represent, warrant, acknowledge, and agree that: (i) I/we have read and I meet and agree to be bound by the eligibility requirements set forth in this application; (ii) I/we 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 Program participant 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 participant; (v) I/we agree to keep <u>strictly confidential</u> all information about the Program that I/we acquire during the participant selection process and/or during my participation in the Program (if applicable); (vi) my/our voice, actions, and likeness will be recorded as a part of this application and participant 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 participant, 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 participants 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 participant selection process whether or not I am selected as a participant, 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), sobriquet, 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 participant selection process and any materials submitted by me in connection with my application (collectively referred to herein as "Likeness"), as edited, altered, or modified by the Producer or by any of the other Releasees, 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. 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 agrees that the video 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 program channel or service (including, but not limited to, any broadcast television network, television station or channel, cable network, satellite network or internet-delivered service) that broadcasts, exhibits, transmits, distributes or otherwise exploits the Program or other production throughout the universe at any time, in perpetuity, in any and all media, whether now known or hereafter devised, and by any and all means of delivery, 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 participant 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. Without in any way limiting the foregoing, if I perform or include any music (other than music supplied to me by Producer) in connection with my application or the Program, I

represent and warrant that I own all rights to such music, and I grant Producer the right to record, reproduce and publicly perform any such music in and in connection with the

Program or any other program. Without in any way limiting the waivers and releases set forth herein, I waive any claims to royalties of any kind, whether accruing now or in the future, from Producer and Network for the use of any such music, including, without limitation, any applicable copyright, public performance, mechanical and synchronization royalties. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. 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 derivate 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 participant selection process will involve subjective decisions made by certain individuals selected by Producer and/or the Network in their sole discretion. 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 participant 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 participants 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 participant 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 participant, 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 participant 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 participants 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 their representatives all information about me obtained in connection with such examinations or investigations, and I hereby authorize Producer to utilize such information in selecting participants 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 participant on the Program, I shall keep in strictest confidence and shall not disclose to any other applicant, participant 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 participants, 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 participant on the Program or (if I am selected to be a participant) as the result of my experiences as a participant 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 participant 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 by me.

9) As used herein, "Producer" shall include Magical Elves, Inc., 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.

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

**MEDIATION & ARBITRATION.** The parties agree that if any controversy 11)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 DISPUTE IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT THE CONTROVERSY OR CLAIM, INCLUDING THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL THEN BE RESOLVED BY FINAL AND BINDING CONFIDENTIAL ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND **PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (THE "JAMS** RULES", INCLUDING, WITHOUT LIMITATION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RULE PROVIDING THAT EACH PARTY SHALL PAY PRO RATA ITS SHARE OF JAMS FEES AND EXPENSES). THE JAMS RULES ARE AVAILABLE AT WWW.JAMSADR.COM, AND A FURTHER COPY OF THE JAMS RULES SHALL BE PROVIDED TO ME BY **PRODUCER UPON REQUEST. THE JAMS RULES FOR SELECTION OF** MEDIATORS AND ARBITRATORS SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE (i) AN EXPERIENCED ARBITRATOR, WHO

#### IS EXPERIENCED IN THE ENTERTAINMENT INDUSTRY, AND LICENSED TO PRACTICE LAW IN CALIFORNIA, OR (ii) A RETIRED JUDGE. ALL

PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF LOS ANGELES. UPON THE **CONCLUSION OF ANY ARBITRATION PROCEEDINGS, THE ARBITRATOR** SHALL RENDER FINDINGS OF FACT AND CONCLUSIONS OF LAW AND A WRITTEN OPINION SETTING FORTH THE BASIS AND REASONS FOR ANY **DECISION REACHED AND SHALL DELIVER SUCH DOCUMENTS TO EACH** PARTY TO THE DISPUTE. THE PARTIES AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBJECT TO THE REMAINDER OF THIS PARAGRAPH. THE DAMAGES RECOVERABLE BY THE PARTIES SHALL BE LIMITED TO ACTUAL DAMAGES, AND SUCH PARTIES WAIVE THE RIGHT TO SEEK PUNITIVE OR EXEMPLARY DAMAGES. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO GRANT ANY **REMEDIES THE PARTIES TO ANY DISPUTE HAVE WAIVED** HEREIN. FURTHER, I AGREE THAT GIVEN THE UNIOUE NATURE OF THE ENTERTAINMENT INDUSTRY, AND THE IRREPARABLE DAMAGE TO PRODUCER, NBCUNIVERSAL AND THEIR LICENSEES THAT WOULD **RESULT FROM DELAYING OR PREVENTING THE EXHIBITION OF ANY PROGRAM PRODUCED HEREUNDER, I MAY NOT SEEK OR OBTAIN ANY INJUNCTIVE RELIEF THAT WOULD PREVENT ANY SUCH PARTIES FROM EXHIBITING, MARKETING, OR OTHERWISE EXPLOITING ANY PROGRAM PRODUCED HEREUNDER, OR OTHERWISE GRANTING ANY** THIRD PARTY THE RIGHT TO DO ANY OF THE FOREGOING. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT REQUIRED BY LAW, THE PARTIES AGREE THAT WITH RESPECT TO THE ARBITRATION OF ANY FEDERAL OR STATE CLAIM I BRING THAT ARISES FROM **UNWAIVABLE PUBLIC RIGHTS, WHETHER STATUTORY OR** NONSTATUTORY, THE FOLLOWING SHALL APPLY: THE ARBITRATOR MAY AWARD ANY REMEDY THAT WOULD HAVE BEEN AVAILABLE IN **COURT; THE PARTIES SHALL BE PERMITTED DISCOVERY ADEQUATE** TO SECURE THE NECESSARY INFORMATION TO PRESENT SUCH CLAIM OR DEFEND AGAINST SUCH CLAIM; AND PRODUCER SHALL PAY ALL TYPES OF COSTS THAT ARE UNIQUE TO ARBITRATION.

12) 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

### BOTH PARENTS OR LEGAL GUARDIANS OF SUCH PERSON SHOULD ALSO SIGN BELOW.

We represent and warrant that we are the parents or guardians of the individual who has signed above. We are entitled (together with the other undersigned person, if any) to the sole care, custody and control of our child/ward. We acknowledge that we have read the foregoing application and are familiar with each and all of the terms contained therein, we are satisfied that the application is fair and equitable, and we hereby give our express consent to its execution by our child/ward and will not revoke our consent at any time. We hereby release the Producer and the Network, their parent, subsidiary and affiliated entities, and their respective licensees, successors, and assigns from any claims and/or causes of action we may have against them of any nature whatsoever. We hereby fully and unconditionally guarantee the performance of our child's/ward's obligations, if any, and the grant of rights in and to the results and proceeds of our child's/ward's activities as set forth above. We will defend, indemnify and hold harmless the Releasees (as defined in Paragraph 8 (b)) from any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) that in any way arise out of or result from the failure of our child/ward to perform any of his/her obligations under this application (if any) or the breach of any of provision of this application by our child/ward.

In consideration for our possible participation in the Program, we hereby agree to be bound by and to perform all of the terms and conditions of the foregoing agreement (including, without limitation, the provisions regarding release of all claims and confidentiality requirements), as such terms and conditions may relate to our participation and/or the participation of our child/ward in the Program, if any (including but not limited to the taping of our appearance in connection with the Program and any audition process and the use of our name(s), voice, likeness, etc.).

In addition, we agree to cooperate with Producer in having this Agreement and any past or future agreements entered into by the individual who signed the foregoing Agreement in connection with the Program approved by the applicable court and we hereby waive notice and any opportunity to appear and be heard in connection with any such proceedings.

We hereby authorize Producer and any person or entity designated by Producer to conduct psychological and physical examinations and background investigations of us if

required by Producer in Producer's sole discretion to the maximum extent permitted by law. We further authorize the individuals conducting such examinations and investigations of us to disclose to Producer and their representatives all information about us obtained in connection with such examinations or investigations, and we hereby authorize Producer to utilize such information in selecting participants for the Program.

We understand that as the parents or legal guardians, we will need to be available to the production for all pre-production, production and post-production activities and that we will need to travel to various locations. We understand that whether or not a designated adult family member or family friend may be present in lieu of us will be determined by Producer in Producer's sole discretion. If we become unavailable we designate the following family members or family friends to accompany our minor/ward to one or more production related activities:

Name: \_\_\_\_\_\_,

Relationship to Minor:

#### AGREED AND ACCEPTED BY PARENTS OR LEGAL GUARDIANS:

Signature:	Date:	
Print Name:	Phone:	
Relationship to Minor:		
Signature:	Date:	
Print Name:	Phone:	
Relationship to Minor:		

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

If you OR ANY ASSOCIATE, FRIEND, RELATIVE, AGENT, REPRESENTATIVE OR OTHERWISE does disclose any information about this show 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 gov't issued 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 television program, "Untitled Kids Cooking Competition" (working title) (the "Program") being produced by The Mission Productions, LP ("Producer") for possible exhibition by a 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 <u>true</u>, 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 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 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:

# BOTH PARENTS OR LEGAL GUARDIANS OF SUCH PERSON SHOULD ALSO SIGN BELOW.

We represent and warrant that we are the parents or guardians of the individual who has signed above. We are entitled (together with the other undersigned person, if any) to the sole care, custody and control of our child/ward. We acknowledge that we have read the foregoing application and are familiar with each and all of the terms contained therein, we are satisfied that the application is fair and equitable, and we hereby give our express consent to its execution by our child/ward and will not revoke our consent at any time. We hereby release the Producer and the Network, their parent, subsidiary and affiliated entities, and their respective licensees, successors, and assigns from any claims and/or causes of action we may have against them of any nature whatsoever. We hereby fully and unconditionally guarantee the performance of our child's/ward's obligations, if any, and the grant of rights in and to the results and proceeds of our child's/ward's activities as set forth above. We will defend, indemnify and hold harmless the Releasees (as defined in Paragraph 8 (b)) from any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) that in any way arise out of or result from the failure of our child/ward to perform any of his/her obligations under this application (if any) or the breach of any of provision of this application by our child/ward

In consideration for our possible participation in the Program, we hereby agree to be bound by and to perform all of the terms and conditions of the foregoing agreement (including, without limitation, the provisions regarding release of all claims and confidentiality requirements), as such terms and conditions may relate to our participation and/or the participation of our child/ward in the Program, if any (including but not limited to the taping of our appearance in connection with the Program and any audition process and the use of our name(s), voice, likeness, etc.).

In addition, we agree to cooperate with Producer in having this Agreement and any past or future agreements entered into by the individual who signed the foregoing Agreement in connection with the Program approved by the applicable court and we hereby waive notice and any opportunity to appear and be heard in connection with any such proceedings.

#### AGREED AND ACCEPTED BY PARENTS OR LEGAL GUARDIANS:

Print Name:	Print Name:
Signature:	Signature:
Date:	_Date:
Relationship to Minor:I	Relationship to Minor: