

Varoom Room Rally © 2005
Reality Television
Sir Hard Charm Productions

COMMUNICATE ... NAVIGATE ... ACCELERATE

Submit a completed application, a passport size photo of each individual team member and one photo of the two together, a video three minutes to five minutes of the team members and their proposed vehicle. Final vehicle must be declared when you are accepted for the show. The video should showcase your personality, relationship between the team members and desire to drive in this type of competition. No reckless driving or drinking in the video. This is about communicating, navigating and accelerating not about being a danger to yourself or others.

Mail your package to the address below. Do not hand deliver. Packages without mailing or shipping postage, labels or stickers will not be considered. Your application, photos and video become the property of Sir Hard Charm Productions and will not be returned. By sending your package to us, you agree to this condition.

Varoom Room Rally
2431 Mission Street
San Francisco, CA 94110

VAROOM ROOM RALLY

REALITY TELEVISION

APPLICATION PROCEDURE AND ELIGIBILITY REQUIREMENTS

The Show

The **Varoom Room Rally** is car race in rally format to be initially shot in Northern California. The rally will consist of four unique legs of a master course and will be run within one twenty-four hour period. Each team will have two members who must be 18 years of age or older at the time of application, have a valid driver's license from any state that is recognized in California, a clean driving record and have automobile insurance that is recognized for driving in the State of California. Drivers who have been convicted of felony driving infractions in any state or have a felony case pending are not eligible. Each team may have a back-up vehicle and a mechanic crew available to them but the rules pertaining to the use of either will be explained to the selected contestants. Any team receiving a moving citation of any type from any local law enforcement officer during the rally will be immediately disqualified with no appeal.

Application Procedure

Each applicant to the **Varoom Room Rally** must be a part of a two-member team to apply to participate on the Program. Each team need only complete one application form for the entire team, but each member of the team must complete a separate Release and Waiver. Also, all application materials must be submitted together. Only one application package per team will be accepted. Deadline for applications will be announced. Applications must be written clearly and legibly or typed and must be accompanied by a videotape that satisfies the following requirements:

Maximum Length: Three to five minutes per team. Anything over five minutes will not be considered. Both members of the team must appear in the video along with the vehicle that they plan to use. Final vehicle decision must be declared two weeks prior to shooting.

Format: VHS ONLY

Content: In three to five minutes the teammates need to tell us everything we need to know about why you would be perfect for the **Varoom Room Rally**. Remember, personality, character, charisma, style, appearance and love of driving will be considered. Demonstrations of dangerous driving, drinking or displaying of alcoholic beverages, signs etc. on your video will cause instant elimination from the selection process. Feel free to use your crew members, fans, spectators, **Varoom Room Rally** signs as well as racing flags and banners. Remember that the key is to feature the two team members.

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

Applications will only be considered if they are complete and accurate. Complete application packages must consist of the following:

1. One completed application form per team, including signed Release and Waiver forms for each team member and submitted together.
2. Proof of a current and valid driver's license recognized in California. Insurance recognized in California and clean driving record will be required by teams that are selected for interview.
3. A passport-size photo of each applicant and one recent photo of both of the team members together.
4. One three to five minute videotape of your team labeled clearly with your names, relationship, and area code and phone number.

Application packages must be sent to the following address:

NOTE: ALL APPLICATIONS PACKAGES MUST BE MAILED OR SHIPPED. NO HAND DELIVERED PACKAGES WILL BE ACCEPTED. PACKAGES WITHOUT POSTAGE, SHIPPING LABELS OR STICKERS WILL NOT BE ACCEPTED. PACKAGES WITHOUT A CLEAR RETURN ADDRESS WITH NOT BE ACCEPTED. ALL NON-ACCEPTED PACKAGES WILL BE DISPOSED OF IMMEDIATELY.

VAROOM ROOM RALLY
2431 MISSION STREET
SAN FRANCISCO, CALIFORNIA 94110

Eligibility Requirements

Please note that the following eligibility requirements must be met in order to proceed with the application process.

- a. Each applicant must be a part of a two-member team to apply to participate on the Program. Each team need only complete one application form for the entire team, but each member of the team must complete a separate Release and Waiver found at the end of the application form. Only one application package per team will be accepted.

- b. If the producers (the "Producers") of the Program select your team as one of the teams that they would like to interview as part of the semi-finalist interview process, both members of your team must be willing to travel together at your own expense to be interviewed by the Producers. All travel and lodging expenses for these semi-finalist interviews will be at the applicants' sole expense, and the applicants will not be compensated for time off from work or otherwise.
- c. Applicant interviews may consist of one or more meetings with one or more members of the production staff, and may be videotaped at the Producers' discretion.
- d. Those applicants who are selected as finalists by Producers in their sole discretion will be notified by the producers. Expenses for the finalist team members and their vehicle will be the responsibility of the applicants.
- e. Team members must be 18 years of age or older at the time of application and have a valid driver's license from any state that is recognized in California. Each team member must have collision and comprehensive insurance that is accepted in California.
- f. All members of each team must be United States citizens and live in the United States.
- g. An applicant may not presently be a legally qualified candidate for any type of political office ("Candidate") and may not become a Candidate from the time his or her application is submitted until one (1) year after the initial broadcast date of the last episode of the Program in which the applicant were to appear, if that applicant were to be selected as part of a participant team.
- h. All applicants must be in good physical and mental health and must be aware that, and sign releases attesting that, the activities in the Program may involve risks and hazards, and that participating in the Program may expose applicant and other participants to, among other things, the risk of death, serious injury, illness and property damage caused by the risks associated with their participation in the Program, including, without limitation, the following: latent or apparent defects or conditions in any equipment used in the Program; the use or operation by applicant or others of said equipment; acts of other people including, without limitation, acts of the Producers or other participants; accommodations; weather or other natural conditions; the nature of travel including, without limitation, latent defects and human error; applicant's physical condition; applicant's own acts or omissions; sleep deprivation; first-aid, medical or emergency treatment or other services rendered to applicant or others; exposure to illness; consumption of food or drink; acts of God (e.g. earthquakes and floods); laws or local ordinances; war or riots; terrorism; strikes; and/or no reason at all. Applicants must understand and acknowledge that the above list of

reasons is not complete or exhaustive. Applicants must accept and assume (and accept and assume on behalf of minors as appropriate) all risks of injury, death, illness or disease, or other damage to themselves, to others, or to their property, which arise in any way from their participation in this Program.

- i. Each team must complete and timely return the Program application before being eligible to participate in the interview process that includes the appropriate Release and Waiver for each team member. In addition, all applicants must complete, sign, and timely return an Interview Agreement and additional documents before any semi-finalist interview, and must complete, sign and timely return Semi-Finalist Agreement, Release and Waiver Agreement and additional documents before being permitted to participate in any finalist interviews. The additional required documents may include, but will not necessarily be limited to, a Medical Report by Patient and Physician ("Medical Report"), Emergency Medical Release, Authorization for Release of Medical Records and Information, Disclosure and Authorization for Background Reports, Authorization for Release of Records and Information, Immediate Family Member Releases and a Confidentiality Agreement (all of which will be furnished to the applicants). As part of the Release and Waiver Agreement, each applicant must agree (and each applicant's immediate family members, if any, must agree) to, among other things, assume the risk of any and all injury, illness, death, damage, loss, or harm to the applicant or applicant's property, howsoever caused, resulting from or arising out of the selection of participants, applicant's participation in the Program as a participant or otherwise, and/or the production and/or exploitation of the Program. By agreeing to the terms of the Confidentiality Agreement, each applicant will be required to, among other things, treat all information and material received or acquired in connection with applicant's participation in the participant selection process and Program (if selected as a participant), including, without limitation, the progress, results and outcome of the Program, as strictly confidential and shall be strictly required to not disclose any such information to any third party. Without limiting Producers' right to obtain other relief from the applicant, any breach of the Confidentiality Agreement will subject the applicant to substantial liquidated damages in accordance with the terms of the Confidentiality Agreement. In connection with the Disclosure Authorization and Authorization for Release of Records and Information, all applicants must authorize the Producers to conduct such full and complete background checks of the applicant as the Producers, in their sole discretion, deem necessary or appropriate. The applicants will be required to cooperate fully with the Producers in connection with such background investigations.
- j. All participants must agree to interact with the other participants and cooperate with the Producers during the taping of the Program on a twenty-four-(24)-hours-a-day, seven-(7)-days-a-week basis. Participants must be able to travel for long periods of time, must be adaptable to various living and traveling situations and must enjoy living and traveling in close proximity with others of varied age, sex, race, background, and experience.

- k. Participants must be willing to receive all needed immunizations that the Producers deem to be necessary and medically appropriate to the race. Teams must agree to take any medications needed to prevent illness. Teams must be willing to participate in the Program without any interruption during any time of the year, regardless of personal or religious practices.
- l. Employees, officers, directors and agents of Sir Hard Charm Productions, the network broadcasting company, their licensees, assignees, parents without limitation affiliated and subsidiary companies and the immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of their same households (whether related or not) of such employees, officers, directors and agents are not eligible to be participants on the Program or to participate in this application process.
- p. Upon the Producers' request, all applicants and/or participants agree to sign and abide by the terms of any additional releases or authorizations that the Producers, in their sole discretion, deem necessary.
- q. All applicants must abide by all applicable U.S. laws during the application process and, if selected as a participant, any applicable U.S. or foreign during the period in which the Program is being taped.
- r. The Producers reserve the right to make additions to and/or deletions from the application process above or otherwise make any and all changes to the eligibility requirements with or without notice, including, but not limited to, changes to the locations, dates and/or times of the interviews. The Producers also reserve the right to contact applicants to ask additional questions and/or conduct phone interviews to gather additional information about applicants. The Producers are not obligated to conduct such phone interviews which are at the Producers' sole discretion and are intended to assist in gathering information for participant selection. Without limiting the foregoing, the Producers reserve the right not to produce the Program, and the network broadcaster has no obligation to broadcast the Program.
- s. The Producers are not responsible for lost, stolen, or incorrectly mailed applications. Due to the high volume of applications the Producers are anticipating, the Producers will not be able to answer any questions about the receipt or status of any application or videotape. All applications become the sole property of the Producers.
- t. All decisions regarding the Program, including but not limited to, rules, eligibility, participant selection. Program production, game play, tasks, participant elimination and award of prizes, are at the Producers' sole and exclusive discretion, are final, and are not subject to appeal. Participants will not be awarded any prize winnings, if and as applicable, until after the initial broadcast

of the final episode of the cycle in which those Participants appeared {i.e., the episode in which the winning team of that cycle is officially announced on the finale episode). Participants will be personally responsible for any taxes on any prizes. The applicants must sign statements acknowledging that they have read and will comply with all of the eligibility requirements described herein.

- u. The Producers reserve the right to disqualify any team for any reason, including, without limitation, any team member's tampering with the application process or the operation of the application process, threatening or harming another person, colluding with other participants to share prize winnings, or violating the Official Rules or other rules then in effect or the standards and practices and policies of the Producers and/or the network broadcaster. Disqualification may result in, among other things, immediate forfeiture of any prize otherwise awarded or awardable.
- v. By submitting an application, each applicant agrees to release, discharge and hold harmless the Producers and the network broadcaster from all claims and damages arising out of his/her participation in the application process or the Program itself, and to have his or her name, voice and likeness used at the Producers' discretion as part of the Program, or as part of promotions for the Program, in any and all media now known or hereafter devised.

- End of Eligibility Requirements -

VROOM ROOM RALLY

APPLICATION FORM

Each team must complete one application form along with one videotape as well as individual passport sized photos and a recent photo of the two team members. However, each person must complete a separate release and waiver. Each member must also send a copy of a valid driver's license. Please review the application procedure and eligibility requirements carefully before submitting your application. Please respond completely and honestly.

On separate paper please answer the following questions.

TEAM NAME (if you desire) and team members' relationship

Each team member must provide the following information and answer the questions below

name

address

phone: home, cell and work phone numbers

Driver's License number and state of issue and Date of birth

marital status and spouse's name

children's names and ages

job/profession and tell us about you job

1. Describe your relationship (how long have you known each other, where and how you met, what you do together, etc.)
2. Tell us about your first car
3. Tell us your favorite car story
4. Tell us why you want to be on this show
5. Tell us about your longest road trip
6. Tell us about your teammate
7. Tell us anything else you would like us to know

This is the end of the question section. Remember each member must complete a separate release and waiver form.

VAROOM ROOM RALLY

RELEASE AND WAIVER

EACH MEMBER MUST READ, SIGN AND DATE

I hereby acknowledge that I have read and understand, and I meet and agree to be bound by, the eligibility requirements for the Varoom Room Rally (Program). I have and will answer all questions posed to me as part of the application process honestly, accurately and to the best of my ability and knowledge. If any of the information that I provide to the Producers is found to be false, this will be grounds for my dismissal from the Program application process, and/or from the Program itself even if I am ultimately selected as a participant. If I am awarded any prizes and have submitted false information, the prizes will not be awarded to me but rather to the runner-up. Even if I meet the eligibility requirements, the Producers have no obligation to interview me and/or select me as a participant. Even if I am selected as a participant, the Producers have no obligation to produce the program and have no obligation to broadcast it, even if it is produced. In the event the Program is canceled or not broadcast for any reason, the Producers and the broadcasting television network will have no obligation to award any prize money. All decisions by the Producers concerning selection of participants and other matters are final and not subject to challenge or appeal. The Producers own, and are not obligated to return or maintain and may destroy any materials submitted as part of my application including, but not limited to, videotapes and photographs, whether or not I am selected as a participant. For purposes of this release, the "Producers" shall mean Sir Hard Charm Productions including its respective parents, licensees, assigns, subsidiary and affiliated companies, successors and assigns and their respective directors, officers, agents and employees.

By submitting this application, I hereby consent to the recording, and use and reuse by the Producers and the appropriate broadcasting company and any of their respective licensees, assigns, parents, subsidiaries, divisions, business units, or affiliated entities and each of their respective employees, agents, officers and directors, jointly and collectively known as the "Releasees", of my voice, actions, likeness, name, appearance and biographical material jointly and collectively known as my "Likeness" in any and all media now known or hereafter devised, worldwide, in perpetuity, in any and all versions now known or hereafter devised, including digitized versions on the Program or in connection with, the Program. 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 all right, title, and interest in and to any application materials such as the application forms, video and any photos that I have provided in connection with my application for or participation in the Program and any photos and video or recordings of any kind that the Producers may make of me in connection with the Program and my application therefore

jointly or collectively known as the "Material" or "Materials" and all rights therein and thereto including, without limitation, the right to use and exploit the Material and my Likeness in any and all media now known or hereafter devised, worldwide, in perpetuity, in any and all versions now known or hereafter devised, including digitized versions. Without limiting the foregoing in any way, I further agree that Releasees may use my Likeness and the Material in connection with any promotion, publicity, marketing or advertisement for the Program in any manner whatsoever.

Without limiting the foregoing grant of rights in any way, to the degree that the Materials include any pre-existing musical or literary compositions in which I partially or wholly own the copyright or any publishing rights, or to which I purport to partially or wholly own such copyright or publishing rights, I hereby grant to the Producers, and have the complete, unfettered right to grant to the Producers, an irrevocable, unlimited, perpetual, worldwide, royalty and payment-free license to use and reproduce such Materials in the Program and in connection with any promotion, publicity, marketing or advertisement for the Program or any exploitation of the Program, in whole or in part, of any kind, in any and all media now known or which may exist in the future. I understand that the Producers make no representation whether or not such Materials will be used in any manner whatsoever. I irrevocably and absolutely grant the rights hereunder whether or not I am selected to participate in the Program. I release Releasees from any and all liability arising out of their use of my Likeness and/or the Material (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), and I represent and warrant that I have the right to grant the rights conveyed hereunder. I understand that the Producers make no representation that the Materials will or will not be used in any way. This release shall be deemed to be entered into in San Francisco County, California, and shall be governed by and interpreted in accordance with the laws of the State of California applicable to documents or agreements executed and fully carried out within California. Any action, proceeding or litigation concerning this release or my appearance or participation in the Program may only be brought in San Francisco County, California, and I hereby agree that the courts of San Francisco County, California, shall have exclusive jurisdiction over me and the subject matter of any such proceeding. I agree that any and all disputes or controversies arising under or relating to this release or any of its terms, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this release, 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 the Producers and I shall mutually select an arbitrator, who shall be a retired judge of a state or federal court or 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, through its San Francisco, California office. 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. 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 arbitrators) and their staff, the parties' attorneys and their staff, and any experts retained by the parties; provided that such arbitrators) 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. The Producers and I each agree that, notwithstanding the provisions of this paragraph, the Producers shall have a right to injunctive or other equitable relief as provided for in California Code of Civil Procedure 1281.8 or other relevant laws.

Without limiting the foregoing, any provision of this release 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 release invalid, illegal or unenforceable in any other jurisdiction. No waiver by the Producers of any term or condition of this release 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 release 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 farther 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 release. I may not assign my rights and obligations under this release.

I have signed this Application and Release and Waiver on the

_____ day of _____, 2005.

Signature: _____

Print Name: _____