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21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
22 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

23 RENEE POCHE, an individual,

24 Plaintiff,

25 v.

26 DELIRIUM TV, LLC, a Delaware limited  
27 liability company; NETFLIX, INC., a  
28 Delaware corporation; and DOES 1-50,  
inclusive,

Defendants.

Case No.: **24STCV00088**

**COMPLAINT FOR:**

- (1) VIOLATIONS OF CAL. GOV'T  
CODE § 12964.5;
- (2) VIOLATIONS OF CAL. LAB. CODE  
§ 432.5;
- (3) VIOLATIONS OF CAL. CIV. CODE  
§ 1668;
- (4) UNFAIR COMPETITION;
- (5) INTENTIONAL INFLICTION OF  
EMOTIONAL DISTRESS; and
- (6) DECLARATORY RELIEF (CAL.  
CODE CIV. PROC. § 1060)

[EXPEDITED TRIAL DATE REQUEST  
PURSUANT TO CAL. CODE CIV. PROC. §  
1062.3(a); DEMAND FOR JURY TRIAL]

1 Plaintiff Renee Poche (“Plaintiff” or “Poche”), by and through her counsel, complains against  
2 Delirium TV, LLC (“Delirium”); Netflix, Inc. (“Netflix”); and DOES 1-50 (collectively “Defendants”),  
3 hereby alleging as follows:

#### 4 INTRODUCTION

5 1. Poche seeks judicial relief from an overreaching and unlawful talent agreement (the  
6 “Agreement”) purporting to govern her appearance on *Love Is Blind* (the “Program”), an unscripted  
7 program produced by Delirium and aired on Netflix. The State of California has an expressly stated  
8 and fundamental public policy against contracts that force employees to pre-emptively release  
9 intentional torts and FEHA violations as a condition of employment and that gag them from speaking  
10 about unlawful conditions in the workplace. The Agreement contains numerous unlawful provisions,  
11 and Poche seeks a judicial declaration that the Agreement as a whole, or at least certain provisions  
12 therein, violates public policy and is illegal and/or unenforceable.

13 2. When she joined the Program, Poche was told that all participants would be extensively  
14 screened through a rigorous background check process, psychological examinations, and a  
15 compatibility assessment. Little did Poche know that she would be matched with a walking red flag:  
16 an individual named Carter Wall (“Wall”), who was unemployed with a negative balance in his bank  
17 account, homeless, violent, estranged from his family, and actively addicted to drugs and alcohol.  
18 Wall’s erratic and alarming behavior and emotional instability became glaringly obvious to Poche and  
19 the production staff. Poche became utterly terrified to be around him and made her misgivings clear to  
20 production. Indeed, production had its own concerns about Wall, warning Poche to ensure he did not  
21 have access to firearms or other weapons. Nonetheless, Poche was forced to spend long stretches of  
22 time alone with him. Delirium made it clear that she would subject herself to legal action if she were  
23 to discontinue her participation in the Program or otherwise refuse to move forward with the  
24 engagement. In this climate of fear and unease, Poche began to spiral physically, mentally, and  
25 emotionally.

26 3. Once filming wrapped, Poche ended her relationship with Wall. In the following  
27 months, she made limited public remarks about her horrifying experience on the Program, in response  
28 to which Delirium is trying to drive her into bankruptcy.



1 the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair  
2 play and substantial justice.

3 11. California Code of Civil Procedure section 1060 authorizes this Court to render a  
4 declaratory judgment in cases of actual controversy relating to the legal rights and duties of the  
5 respective parties.

6 12. Venue is proper in the Superior Court of California, County of Los Angeles pursuant to  
7 California Code of Civil Procedure section 395(a) and California Code of Civil Procedure section 395.5  
8 because at least some of the acts, omissions, and injuries that are the subject matter of this Complaint  
9 occurred therein and/or each Defendant either is found, maintains offices, at the relevant times  
10 transacted or transacts business, exists, and/or has an agent therein.

11 **FACTUAL BACKGROUND**

12 13. Renee Poche is a veterinarian who lives in Austin, Texas.

13 14. *Love Is Blind* is a non-scripted television program that has aired for five seasons on  
14 Netflix. The Program encourages participants to develop a romantic connection with other participants  
15 without seeing each other face-to-face. Participants become acquainted through a wall. Couples meet  
16 face-to-face for the first time after becoming engaged, when they take a vacation together in Mexico  
17 and then return to their hometowns to integrate their lives and plan their wedding.

18 15. In or around November 2021, a casting representative for Delirium reached out to Poche  
19 on Instagram, asking if she was interested in participating in the Program. Poche was willing to consider  
20 the offer, and she went through the interview process and was selected approximately a month before  
21 filming started in or around April 2022. As part of the interview process, Poche filled out various  
22 documents, including an approximately 200-question compatibility questionnaire, wedding plans, and  
23 a wedding guest list. Following her selection, Poche was flown to Los Angeles to join the cast of 15  
24 men and 15 women. She was led to believe that participants were selected based on compatibility and  
25 marriage potential and screened with background checks and psychological examinations.

26 16. Prior to her departure from Texas, Poche signed a Participant Release and Agreement  
27 (the "Agreement"), a true and correct copy of which is attached hereto as **Exhibit A**. Poche, who signed  
28 the Agreement online, had no legal counsel and little understanding of the Agreement's terms or scope.

1           17.     On her first night in Los Angeles, the Program's production staff seized Poche's phone,  
2 passport, and driver's license.

3           18.     When not filming, Poche was locked in her hotel room, unable to leave without a 'cast  
4 wrangler' accompanying her. She was expressly forbidden from interacting not only with other  
5 participants but also with random hotel guests and staff. In some ways, and this is a sentiment shared  
6 by many participants, Poche felt like a prisoner.

7           19.     Poche was paid a stipend totaling \$1,000/week for all of this. She made a total of \$8,000  
8 from her appearances on the Program. She was made to believe that the stipend could be 'clawed back'  
9 and that she would be sued unless she agreed to all of production's demands, even if they made her feel  
10 unsafe.

11          20.     One thing production was very clear about from the onset was their rigorous background  
12 check process. Production was insistent that all participants had been vetted and were 'marriage  
13 material.' Poche was made to believe that the background check process would screen out those with  
14 significant 'red flags' in their background or who might pose a physical danger to her or others.

15          21.     Poche hit it off with an individual, Wall, who she later found out had lied about almost  
16 everything and who was, by any objective measure, far from 'marriage material.'

17          22.     Wall, a 6-foot, 5-inch former football player, was not only broke and jobless but also  
18 homeless, violent, estranged from his parents, and actively addicted to amphetamines and alcohol.  
19 Given the background check process, there is little doubt that Defendants had knowledge of these  
20 troubling issues.

21          23.     Wall regularly berated Poche, stole from the set or places they visited, and solicited  
22 others to buy painkillers and amphetamines for him. On multiple nights, Wall did not go to sleep at all  
23 due to his abuse of amphetamines. Wall was emotionally abusive on and off camera, lied malignantly,  
24 and heavily abused drugs and alcohol.

25          24.     Production was well aware of Wall's mental instability. One camera operator quit in  
26 Mexico after being physically threatened by Wall. In Houston, production staff warned Poche to ensure  
27 Wall had no access to firearms or other weapons because they were concerned he would hurt himself,  
28 her, or others.

1           25.     Poche was utterly terrified of Wall. Nonetheless, she was forced to spend long stretches  
2 of time alone with him—every minute of which she felt unsafe. Despite knowing about Wall’s behavior  
3 and Poche’s concerns, Defendants made it clear that Poche would subject herself to legal action if she  
4 were to discontinue her participation in the Program or otherwise refuse to move forward with the  
5 engagement. Astonishingly, production even admonished her for ‘not giving him a chance’ and  
6 encouraged her to continue filming with him.

7           26.     As a result of her participation in the Program, Poche was placed in a dangerous situation  
8 from which she had no clear escape.

9           27.     After shooting had wrapped, Poche was informed that her and Wall’s relationship would  
10 be axed from the Program. Although Poche was told that it was because production did not want her to  
11 have to relive her experience with Wall, that explanation seems obviously false given the complete lack  
12 of concern for her well-being and safety throughout. Poche is informed and believes, and based thereon  
13 alleges, that Wall threatened to commit suicide if footage of him was aired.

14          28.     In the following months, Poche made some limited public remarks about her distressing  
15 time on the Program, including the terrifying experiences she had with Wall.

16          29.     Little did Poche know that Delirium and Netflix would try to ruin her for her speaking  
17 out against the unsafe working conditions she was forced to endure.

18          30.     On November 1, 2023, Delirium initiated arbitration against Poche, alleging four  
19 violations of the nondisclosure provisions of the unlawful and overreaching Agreement, each carrying  
20 liquidated penalties of \$1 million.

21 **A.     The Agreement Contains Numerous Illegal and/or Unenforceable Provisions**

22          31.     The Agreement contains numerous unlawful provisions intended to further Defendants’  
23 shirking of their ethical and legal obligations. Of particular note is the release of liability. This  
24 overbroad release purports to insulate Defendants from liability of any conceivable kind. Section 64 of  
25 the Participant Agreement (the “Release”) provides:

26                 I, my heirs, next of kin, spouse, spousal equivalent, guardians, legal  
27                 representatives, executors, administrators, successors and assigns  
28                 (collectively, "**Releasing Parties**"), hereby unconditionally and  
                  irrevocably release and forever discharge each of the other participants  
                  in the Program, the Crew, Producer, Network, any compliance company

1 or other vendor, any television station or channel or cable or satellite  
2 network broadcasting or otherwise exhibiting the Program, any sponsors,  
3 advertisers, affiliates and distributors of the Program, and each of their  
4 respective parents, subsidiary entities, related entities, affiliates,  
5 successors, licensees and assigns, and the respective directors, officers,  
6 employees, agents, contractors, partners, shareholders, representatives  
7 and members of each of the foregoing entities, and the heirs, next of kin,  
8 spouses, guardians, legal representatives, executors, administrators,  
9 successors and assigns of each of the foregoing (herein, collectively, the  
10 "**Released Parties**") from and against any and all claims, actions,  
11 damages, liabilities, losses, costs and expenses of any kind (including,  
12 without limitation, reasonable attorneys' fees), arising out of or in  
13 connection with my: preparation for, application for, participation or  
14 appearance in, elimination or withdrawal from, travel in connection with  
15 or activities associated with the Program (including, without limitation,  
16 any warnings, instructions, advice or other information provided by  
17 Producer or any of the Crew); any claims related to the actions and/or  
18 omissions of other participants and/or other third parties; any defect in  
19 equipment; the receipt; any non-receipt, use, nonuse or misuse of any  
20 consideration (including without limitation, my failure to pay taxes  
21 thereon and any dissatisfaction with the consideration provided); any  
22 complaints to and/or proceedings before the Federal Communications  
23 Commission; Producer's production and exploitation of the Program; and  
24 Producer's or Network's exercise of any rights granted by me in this  
25 Agreement, on any legal theory whatsoever (including, but not limited  
26 to, personal injury, rights of privacy and publicity, and defamation),  
27 whether occurring before, during or after my actual participation in the  
28 Program (collectively, "**Released Claims**"). The Released Claims shall  
include, without limitation, claims arising out of or in connection with  
any statements made and/or actions taken by me or any third party; any  
injury, illness, damage, loss or harm to me or my property, or my death,  
or any injury, illness, damage, loss or harm to any Releasing Parties or  
any third parties or any of their property, or the death of any Releasing  
Parties or any third parties, any matchmaking and/or failure to make a  
match, any consideration determination, the amount of any  
consideration; any eligibility determination; any elimination  
determination; any failure to follow (or compliance with) any advice,  
instructions, warnings or other information provided by Producer or the  
Network or anyone connected with the Program; any determination  
regarding any Program activity; any action or inaction taken in response  
to any halt of production, technical failure, human error, preemption  
and/or cancellation; any exploitation of the Program or my appearance  
on the Program; the failure of Producer to select me as a participant;  
and/or the cancellation of the Program. The Released Claims shall further  
include, but are not limited to, those based on negligence of any of the  
Released Parties or any of the other participants in the Program, infliction  
of emotional distress, products liability, breach of contract, breach of any  
statutory or other duty of care owed under applicable laws, libel, slander,

1           defamation, invasion of privacy, publicity or personality,  
2           misrepresentation, infringement of copyright, loss of earnings or  
3           potential earnings and those based on my dissatisfaction with any  
4           consideration and/or any use of any consideration by me and/or any and  
5           all claims, actions, damages, liabilities, losses, costs and expenses of any  
6           kind resulting from the actions of the Released Parties, or any of them,  
7           or any other participant or any other third party, at any time.

8 (Ex. A, pp. 23-24.)

9           32.       No matter what subsequently happened on set, Poche purportedly pre-emptively gave  
10           up her right to pursue legal action for Defendants’ violations of law. This type of pre-emptive blanket  
11           waiver of Poche’s right to seek redress against Defendants violates public policy.

12           33.       Pursuant to California Government Code section 12964.5, “[i]t is an unlawful  
13           employment practice for an employer, in exchange for a raise or bonus, or as a condition of employment  
14           or continued employment, to . . . require an employee to sign a release of a claim or right under  
15           [FEHA].” Cal. Gov’t Code § 12964.5(a)(1)(A)(i). This includes “requiring an individual to execute a  
16           statement that the individual does not possess any claim or injury against the employer or other covered  
17           entity, and includes the release of a right to file and pursue a civil action or complaint with, or otherwise  
18           notify, a state agency, other public prosecutor, law enforcement agency, or any court or other  
19           governmental entity.” *Id.* § 12964.5(a)(1)(A)(ii). And, in fact, “**any agreement or document** in  
20           violation of this subdivision is contrary to public policy and shall be **unenforceable**.” *Id.* §  
21           12964.5(a)(2) (emphases added).

22           34.       As the statute’s plain language indicates, any agreement containing a preemptive release  
23           of claims under FEHA is itself a violation of FEHA and renders such agreement unenforceable.  
24           Critically, the statute does not provide that the inclusion of an unlawful release renders the release  
25           provision unenforceable; rather, it provides that *the agreement itself is rendered unenforceable*.

26           35.       As a result, in the arbitration proceeding, Delirium, in concert with Netflix, is attempting  
27           to enforce an unenforceable agreement.

28           36.       Defendants’ Release also contravenes California’s Unfair Competition Law (“UCL”).  
The UCL defines “unfair competition” to include “any unlawful, unfair or fraudulent business act or  
practice[.]” Cal. Bus. & Prof. Code § 17200. Given its sweeping language, California courts have long



1 held that the UCL applies to wrongful business conduct “in whatever context such activity might  
2 occur.” *Barquis v. Merchants Collection Assn.* (1972) 7 Cal.3d 94, 111. This includes violations  
3 existing under other laws. *See Kasky v. Nike, Inc.* (2002) 27 Cal.4th 939, 949, *as modified* (May 22,  
4 2002) (“[T]he UCL permits violations of other laws to be treated as unfair competition that is  
5 independently actionable.”) (citing *Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone*  
6 *Co.* (1999) 20 Cal.4th 163, 180). To wit, any employment practice that violates FEHA is independently  
7 actionable under the UCL. *See Alch v. Superior Ct.* (2004) 122 Cal.App.4th 339, 401.

8 37. The inclusion of the Release also violates California Labor Code section 432.5, which  
9 states that “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any  
10 employee or applicant for employment to agree, in writing, to any term or condition which is known  
11 by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.” Cal.  
12 Lab. Code § 432.5. By forcing Poche to sign a preemptive release of claims under FEHA, Defendants  
13 have knowingly required the acceptance of a contractual provision expressly prohibited by law as a  
14 condition of employment, in violation of California Labor Code section 432.5.

15 38. The Release also runs afoul of California Civil Code section 1668. California Civil Code  
16 section 1668 provides: “All contracts which have for their object, directly or indirectly, to exempt any  
17 one from responsibility for his own fraud, or willful injury to the person or property of another, or  
18 violation of law, whether willful or negligent, are against the policy of the law.” Cal. Civ. Code § 1668;  
19 *see also Health Net of California, Inc. v. Dep't of Health Servs.* (2003) 113 Cal.App.4th 224, 234 (“It  
20 is now settled—and in full accord with the language of the statute—that . . ., under section 1668, ‘a  
21 party [cannot] contract away liability for his fraudulent or intentional acts or for his negligent violations  
22 of statutory law,’ regardless of whether the public interest is affected.”); *Farnham v. Superior Ct.*  
23 *(Sequoia Holdings, Inc.)* (1997) 60 Cal.App.4th 69, 71 (“[C]ontractual releases of future liability for  
24 fraud and other intentional wrongs are invariably invalidated.”). In other words, Defendants cannot, by  
25 way of contract, exculpate themselves from fraud, negligence per se, statutory violations, and/or  
26 intentional torts.

27 39. And yet, the Release purports to do just that. Poche was forced to release “any and all  
28 claims, actions, damages, liabilities, losses, costs and expenses of any kind” as a condition of her

1 employment. This includes, without limitation, “infliction of emotional distress, products liability,  
2 breach of contract, breach of any statutory or other duty of care owed under applicable laws, libel,  
3 slander, defamation, invasion of privacy, publicity or personality, misrepresentation[.]” (Ex. A, pp. 23-  
4 24.) Such a provision is facially invalid under California law. *See City of Santa Barbara v. Superior*  
5 *Ct.* (2007) 41 Cal.4th 747, 757-58 (collecting cases).

6 40. Similarly, the confidentiality provisions in the Agreement also violate California law.  
7 Section 59 of the Agreement (the “Confidentiality Clause”) provides:

8 I understand that any appearance that I may make on the Program and/or  
9 in connection with any Program-related activities in which I may  
10 participate (including, without limitation, the participant evaluation and  
11 selection process) is strictly for the purpose of participating in the  
12 Program. The terms of this Agreement, as well as any conversations that  
13 I may have with the Network, Producer, its employees or agents,  
14 including but not limited to those relating to potential merchandising or  
15 ancillary business opportunities) are confidential, and neither I nor my  
16 representatives shall discuss such matters (except with my  
17 attorney/agent/accountant who agree to be bound by this confidentiality  
18 provision), nor issue any publicity releases or make any statements or  
19 announcements to the press regarding my engagement hereunder and/or  
20 the production of the Program without the express prior written  
21 permission of a Network officer (email sufficient). I shall keep in strictest  
22 confidence and shall not directly or indirectly disclose to any party at any  
23 time (i.e., prior to, during, or after the taping or launch of any episode of  
24 the Program) any information, trade secrets or other materials of any  
25 kind, that I read, hear, observe or otherwise acquire or learn in connection  
26 with or as a result of my participation in the Program, including without  
27 limitation, any information or materials concerning or relating to the  
28 business and creative affairs of Producer, the Network, the Program, any  
other participants, the application process to be a participant on the  
Program, the production methods of Producer, the amount of any  
consideration I may receive, elements of the format and production of  
the Program, the events contained in the Program, any information  
whatsoever relating to any events and/or activities recorded in  
connection with and/or presented in the Program, the outcome of any  
episode of the Program and/or any events depicted in and/or recorded for  
the Program, or the contents of this Agreement or any other agreement  
or document that I sign, have signed or receive from Producer at any time  
(collectively, the “**Confidential Information and Materials**”). Without  
limiting the foregoing in any way, I will not myself, or authorize others  
to, prepare or assist in the preparation of any written work, any audio  
work, and/or any visual work, including, without limitation, any website  
or information on the internet, that depicts, concerns or relates in any  
way to my participation in the Program or the Confidential Information

1 and Materials. I acknowledge and agree that the Confidential  
2 Information and Materials are confidential and the exclusive property of  
3 Producer and/or Network. I acknowledge and agree that my obligations  
4 with respect to confidentiality as set forth in this Paragraph of the  
5 Agreement shall continue in perpetuity. In no event will I have the right  
6 to terminate my confidentiality obligations under this Agreement.  
7 Furthermore: (i) I may not use or otherwise reference involvement with  
8 Producer, the Network or the Program in any manner or media  
9 whatsoever (including, without limitation, on any Social Media  
10 platforms) without the prior written approval of an officer of the Network  
11 (which the Network may withhold in its discretion); and (ii) I shall not,  
12 nor shall anyone acting on behalf of me, at any time use any of Producer's  
13 or the Network's or its programming services' names, logos, trade names  
14 or trademarks (including, but not limited to, the title of the Program or  
15 any logos or marks related to the Program), or those of any of Producer's  
16 or the Network's related entities, or any word(s), catchphrases, slogans,  
17 verbal expressions or terms that have become associated with the  
18 Program or any participant therein, for any purpose or in any manner  
19 whatsoever, without the prior written approval of an officer of the  
20 Network (which the Network may withhold in its discretion). I  
21 acknowledge and understand that I shall not make any derogatory  
22 comments or statements of any kind in any media regarding any of the  
23 following: Producer (including, but not limited to, its employees and/or  
24 agents), the Network (including but not limited to its employees, agents,  
25 its programming services and/or any of its programming), and/or the  
26 Program (including but not limited to any of my fellow participants  
27 and/or the production thereof). I acknowledge and agree that I shall never  
28 make use of any "**Social Media**" (e.g., Facebook, Twitter, Flickr,  
Tumblr, Instagram, Viggle, YouTube, LinkedIn Google+, Pinterest, or  
any similar social media and/or social networking source, platform,  
technology, application, outlet or website), in connection with the  
Program whatsoever (including, but not limited to, mentioning Producer,  
the Network, any of its programming services, and/or any of their  
executives and/or agents) without the Network's prior written approval.  
I agree to comply with the terms of use of any Social Media websites that  
I am expressly permitted to use hereunder. For the sake of clarity, nothing  
in this paragraph is meant to prohibit me from exercising my rights under  
Section 7 of the National Labor Relations Act. Without limiting the  
foregoing in any way, I will not myself, or authorize others to, prepare  
or assist in the preparation of any written work, any audio work, and/or  
any visual work, including, without limitation, any website or  
information on the internet, that depicts, concerns or relates in any way  
to my participation in the Program or the Confidential Information and  
Materials. I acknowledge and agree that the Confidential Information  
and Materials are confidential and the exclusive property of Producer  
and/or Network. I acknowledge and agree that my obligations with  
respect to confidentiality as set forth in this Paragraph of the Agreement  
shall continue in perpetuity.

1 (Ex. A, pp. 20-21.)

2 41. The Confidentiality Clause violates California Government Code section 12964.5,  
3 which states: “It is an unlawful employment practice for an employer, in exchange for a raise or bonus,  
4 or as a condition of employment or continued employment, to . . . require an employee to sign a  
5 nondisparagement agreement or other document to the extent it has the purpose or effect of denying  
6 the employee the right to disclose information about unlawful acts in the workplace.” Cal. Gov’t Code  
7 § 12964.5(a)(1)(B)(i). Further “[a] nondisparagement or other contractual provision that restricts an  
8 employee’s ability to disclose information related to conditions in the workplace shall include, in  
9 substantial form, the following language: ‘Nothing in this agreement prevents you from discussing or  
10 disclosing information about unlawful acts in the workplace, such as harassment or discrimination or  
11 any other conduct that you have reason to believe is unlawful.’” Cal. Gov’t Code § 12964.5(a)(1)(B)(ii).

12 42. Pursuant to California Government Code section 12964.5, “‘information about unlawful  
13 acts in the workplace’ includes, but is not limited to, information pertaining to harassment or  
14 discrimination or any other conduct that the employee has reasonable cause to believe is unlawful.”  
15 Cal. Gov’t Code § 12964.5(c).

16 43. California Government Code section 12964.5 is clear and unequivocal that “[a]ny  
17 provision in violation of [the subsection] is against public policy and shall be unenforceable.” Cal.  
18 Gov’t Code § 12964.5(a)(2).

19 44. The Confidentiality Clause violates California Government Code section 12964.5  
20 because it purports to prohibit Poche from disclosing information about unlawful acts in the workplace  
21 or information about other participants, namely Wall, who exhibited signs of extreme and dangerous  
22 mental instability. The Release is also devoid of the required language set forth in Cal. Gov’t Code §  
23 12964.5(a)(1)(B)(ii).

24 45. Accordingly, the Agreement plainly violates California law. *See* Cal. Gov’t Code §  
25 12964.5(a)(1)(B)(i) (prohibiting the use of non-disparagement provisions for the purpose or effect of  
26 denying an employee the right to disclose information about unlawful acts in the workplace); *id.* §  
27 12964.5(a)(1)(B)(ii) (requiring the inclusion of carve-out language for disclosing unlawful acts in the  
28 workplace). Indeed, any agreement or provision to this effect violates FEHA and is, thus, illegal and/or

1 unenforceable. *See id.* § 12964.5(a)(2) (“Any agreement or document in violation of this subdivision  
2 is contrary to public policy and shall be unenforceable.”).

3 46. The Confidentiality Clause also violates California Civil Code section 1670.11, which  
4 provides:

5 Notwithstanding any other law, a provision in a contract or settlement  
6 agreement entered into on or after January 1, 2019, that waives a party's  
7 right to testify in an administrative, legislative, or judicial proceeding  
8 concerning alleged criminal conduct or alleged sexual harassment on the  
9 part of the other party to the contract or settlement agreement, or on the  
10 part of the agents or employees of the other party, when the party has  
11 been required or requested to attend the proceeding pursuant to a court  
12 order, subpoena, or written request from an administrative agency or the  
13 Legislature, is void and unenforceable.

14 Cal. Civ. Code § 1670.11.

15 47. The Confidentiality Clause impairs Poche’s right to testify about her experiences,  
16 including the numerous dangers faced by participants, specifically women. Any such testimony plainly  
17 relates to “alleged criminal conduct or alleged sexual harassment on the part of the other party to the  
18 contract[.]” Accordingly, the provisions in the Agreement that impair Poche’s rights to so testify violate  
19 California Civil Code section 1670.11 and are void, illegal, and/or unenforceable.

20 **B. The Agreement’s Arbitration Provision Is Unlawful**

21 48. The Agreement is also unenforceable to the extent it purports to waive Poche’s statutory  
22 and constitutional right to file a lawsuit in court to challenge the enforceability of the Agreement’s  
23 arbitration provision.

24 49. The Agreement prohibits Poche from challenging the enforceability of the Agreement’s  
25 arbitration provision. Delirium and its counsel are aware that these provisions violate California public  
26 policy which is precisely why the Agreement purports to waive Plaintiff’s right to assert public policy  
27 challenges to it. Poche seeks a declaration that these terms themselves violate public policy and are  
28 unenforceable.

48 50. California law is clear that litigants have the right to test the validity and enforceability  
of an arbitration clause before submitting to arbitration. *See Sargon Enterprises, Inc. v. Browne George  
Ross LLP* (2017) 15 Cal.App.5th 749 embodies this principle of law. In *Sargon*, the plaintiff filed a

1 legal malpractice action in Los Angeles Superior Court against its former attorney. *Id.* at 758. In  
2 response, the attorney filed an arbitration in JAMS, alleging the former client breached the arbitration  
3 clause of its retainer agreement by bringing suit in court instead of arbitration. *Id.* The law firm then  
4 filed a motion to compel arbitration in court, which the former client opposed. *Id.* The court granted  
5 the motion to compel, and the case proceeded to arbitration. *Id.* at 758-59. The arbitrator issued an  
6 award, finding that the former client had breached the arbitration agreement by filing its lawsuit in  
7 court and then opposing the attorney’s motion to compel arbitration. *Id.* at 759-60. The Court of Appeal  
8 corrected the arbitrator’s award, finding it deprived the plaintiff of its important statutory right under  
9 the California Arbitration Act “to test in court the validity and enforceability of an arbitration agreement  
10 before submitting to arbitration.” *Id.* at 770. A plaintiff may make this choice for a variety of reasons,  
11 including a good faith belief that the arbitration provision is unconscionable or simply a hope that the  
12 other side will not protest and the matter will proceed in court. *Id.* at 767–68. The initiation of a lawsuit  
13 is not a breach of contract that subjects a plaintiff to damages; it is an act to be countered by specific  
14 enforcement of the arbitration provision. *Id.* at 767.

15       51.       “It is well established that a claimant may choose to disregard the arbitration provisions  
16 of a contract and initiate a lawsuit, leaving it to the other party to file a timely motion to compel  
17 arbitration.” *Leshane v. Tracy VW, Inc.* (2022) 78 Cal.App.5th 159, 165; *see also Brock v. Kaiser*  
18 *Foundation Hospitals* (1992) 10 Cal.App.4th 1790, 1795 (“there is nothing to prevent one of the parties  
19 to a contractual arbitration provision from resorting initially to an action at law”). Additionally, filing  
20 a civil complaint in Los Angeles Superior Court is constitutionally protected petitioning activity. *See*  
21 *Moss Bros. Toy, Inc. v. Ruiz* (2018) 27 Cal.App.5th 424, 435.

22       52.       Finally, Delirium is using the excessive liquidated damages provision— \$1,000,000 per  
23 breach on an \$8,000 contract—as a bludgeon to muzzle Poche, destroy her life, and make an example  
24 of her. “A liquidated damages clause will generally be considered unreasonable, and hence  
25 unenforceable under [Code of Civil Procedure] section 1671(b), if it bears no reasonable relationship  
26 to the range of actual damages that the parties could have anticipated would flow from a breach.”  
27 *Ridgley v. Topa Thrift & Loan Ass’n* (1998) 17 Cal.4th 970, 977. To assess liquidated damages of  
28 \$1,000,000 is a penalty against the breaching party, not an estimate of fair average compensation for

1 any losses sustained by Delirium. As such, it should be declared null and void.

2 53. Poche seeks a judicial declaration that she is entitled to challenge the Agreement's  
3 arbitration provisions in court without subjecting herself to liability to Defendants and, further, that any  
4 provisions contrary to public policy or California law are illegal and unenforceable.

5 **FIRST CAUSE OF ACTION**  
6 **VIOLATIONS OF CAL. GOV'T CODE § 12964.5**  
7 **(Against All Defendants)**

8 54. Plaintiff incorporates herein and realleges the allegations in Paragraphs 1 through 53,  
9 inclusive, as if set forth fully herein.

10 55. Pursuant to California Government Code section 12964.5, “[i]t is an unlawful  
11 employment practice for an employer, in exchange for a raise or bonus, or as a condition of employment  
12 or continued employment, to . . . require an employee to sign a release of a claim or right under  
13 [FEHA].” Cal. Gov’t Code § 12964.5(a)(1)(A)(i). This includes “requiring an individual to execute a  
14 statement that the individual does not possess any claim or injury against the employer or other covered  
15 entity, and includes the release of a right to file and pursue a civil action or complaint with, or otherwise  
16 notify, a state agency, other public prosecutor, law enforcement agency, or any court or other  
17 governmental entity.” *Id.* § 12964.5(a)(1)(A)(ii). **“Any agreement or document in violation of this  
18 subdivision is contrary to public policy and shall be unenforceable.”** Cal. Gov’t Code §  
19 12964.5(a)(2) (emphasis added).

20 56. Section 64 of the Agreement contains a release provision pursuant to which Poche was  
21 required to purportedly pre-emptively waive her claims against Defendants, including those under  
22 FEHA, as a condition of her employment. This violates California Government Code section 12964.5.

23 57. Section 59 of the Agreement (i.e. the Confidentiality Clause) also violates California  
24 Government Code section 12964.5 because it prohibits Poche from discussing anything that takes place  
25 in the workplace, **even if unlawful.**

26 58. “It is an unlawful employment practice for an employer, in exchange for a raise or bonus,  
27 or as a condition of employment or continued employment, to . . . require an employee to sign a  
28 nondisparagement agreement or other document to the extent it has the purpose or effect of denying  
the employee the right to disclose information about unlawful acts in the workplace.” Cal. Gov’t Code

1 § 12964.5(a)(1)(B)(i). California Government Code section 12964.5(a)(1)(B)(ii) further provides:

2 A nondisparagement or other contractual provision that restricts an employee's  
3 ability to disclose information related to conditions in the workplace shall  
4 include, in substantial form, the following language: "Nothing in this agreement  
5 prevents you from discussing or disclosing information about unlawful acts in  
the workplace, such as harassment or discrimination or any other conduct that  
you have reason to believe is unlawful."

6 See Cal. Gov't Code § 12964.5(a)(1)(B)(ii). No such language exists in the Agreement. Accordingly,  
7 the Agreement is unenforceable. See *id.* § 12964.5(a)(2).

8 59. As a direct and proximate result of the foregoing violations, Poche has been damaged  
9 in an amount to be proven at trial.

10 60. Poche has incurred and continues to incur legal expenses and attorney's fees and seeks  
11 recovery of such fees pursuant to Cal. Gov't Code § 12965(b).

12 **SECOND CAUSE OF ACTION**  
13 **VIOLATIONS OF CAL. LAB. CODE § 432.5**  
14 **(Against All Defendants)**

15 61. Plaintiff incorporates herein and realleges the allegations in Paragraphs 1 through 60,  
16 inclusive, as if set forth fully herein.

17 62. The Agreement violates California Labor Code section 432.5, which states that "[n]o  
18 employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant  
19 for employment to agree, in writing, to any term or condition which is known by such employer, or  
agent, manager, superintendent, or officer thereof to be prohibited by law." Cal. Lab. Code § 432.5.

20 63. By requiring Poche to execute an employment agreement containing illegal provisions  
21 under California Government Code section 12964.5, Defendants have knowingly required the  
22 acceptance of a contractual provision expressly prohibited by law as a condition of employment. In  
23 doing so, they have violated California Labor Code section 432.5.

24 64. As a direct and proximate result of the foregoing violations, Poche has been damaged  
25 in an amount to be proven at trial.

26 **THIRD CAUSE OF ACTION**  
27 **VIOLATIONS OF CAL. CIV. CODE § 1668**  
28 **(Against All Defendants)**

65. Plaintiff incorporates herein and realleges the allegations in Paragraphs 1 through 64,



1 inclusive, as if set forth fully herein.

2 66. California Civil Code section 1668 provides: “All contracts which have for their object,  
3 directly or indirectly, to exempt any one from responsibility for his own fraud, or willful injury to the  
4 person or property of another, or violation of law, whether willful or negligent, are against the policy  
5 of the law.” Cal. Civ. Proc. Code § 1668; *see also Health Net of California, Inc. v. Dep’t of Health*  
6 *Servs.* (2003) 113 Cal.App.4th 224, 234 (“It is now settled—and in full accord with the language of the  
7 statute—that . . ., under section 1668, ‘a party [cannot] contract away liability for his fraudulent or  
8 intentional acts or for his negligent violations of statutory law,’ regardless of whether the public interest  
9 is affected.”); *Farnham v. Superior Ct. (Sequoia Holdings, Inc.)* (1997) 60 Cal.App.4th 69, 71  
10 (“[C]ontractual releases of future liability for fraud and other intentional wrongs are invariably  
11 invalidated.”).

12 67. Here, Poche was forced to forego, among other things, claims “based on negligence of  
13 any of the Released Parties or any of the other participants in the Program, infliction of emotional  
14 distress, products liability, breach of contract, breach of any statutory or other duty of care owed under  
15 applicable laws, libel, slander, defamation, invasion of privacy, publicity or personality,  
16 misrepresentation, infringement of copyright, loss of earnings or potential earnings[.]” (Ex. A, pp. 23-  
17 24.)

18 68. In effect, Defendants seek to contract away any and all forms of liability arising from  
19 Poche’s participation in the Program. Such a provision is facially invalid under California law and  
20 violates California Civil Code section 1668. *See City of Santa Barbara v. Superior Ct.* (2007) 41 Cal.4th  
21 747, 757-58 (collecting cases).

22 69. As a direct and proximate result of the foregoing violations, Poche has been damaged  
23 in an amount to be proven at trial.

24 **FOURTH CAUSE OF ACTION**  
25 **UNFAIR COMPETITION**  
26 **(Against All Defendants)**

27 70. Plaintiff incorporates herein and realleges the allegations in Paragraphs 1 through 69,  
28 inclusive, as if set forth fully herein.

71. Defendants’ unlawful contractual provisions violate California’s Unfair Competition

1 Law (“UCL”). The UCL defines “unfair competition” to include “any unlawful, unfair or fraudulent  
2 business act or practice[.]” Cal. Bus. & Prof. Code § 17200. Given its sweeping language, California  
3 courts have long held that the UCL applies to wrongful business conduct “in whatever context such  
4 activity might occur.” *Barquis v. Merchants Collection Assn.* (1972) 7 Cal.3d 94, 111. This includes  
5 violations existing under other laws. *See Kasky v. Nike, Inc.* (2002) 27 Cal.4th 939, 949, *as modified*  
6 (May 22, 2002) (“[T]he UCL permits violations of other laws to be treated as unfair competition that  
7 is independently actionable.”) (citing *Cel-Tech Communications, Inc. v. Los Angeles Cellular*  
8 *Telephone Co.* (1999) 20 Cal.4th 163, 180).

9 72. Any employment practice that violates FEHA is independently actionable under the  
10 UCL. *See Alch v. Superior Ct.* (2004) 122 Cal.App.4th 339, 401.

11 73. Therefore, Defendants’ violations of FEHA as alleged herein create an unfair  
12 competition claim.

13 74. As a direct and proximate result of the foregoing violations, Poche has been damaged  
14 in an amount to be proven at trial.

15 **FIFTH CAUSE OF ACTION**  
16 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  
17 **(Against All Defendants)**

18 75. Plaintiff incorporates herein and realleges the allegations in Paragraphs 1 through 74,  
19 inclusive, as if set forth fully herein.

20 76. Defendants’ conduct towards Poche, as described herein, was outrageous and extreme.

21 77. A reasonable person would not expect or tolerate being subjected to a grossly illegal  
22 contract and threatened with ruin under plainly illegal terms.

23 78. Defendants’ conduct described herein was intentional and malicious and done for the  
24 purpose of causing or with the substantial certainty that Poche would suffer fear, mental anguish, and  
25 emotional and physical distress.

26 79. As a result of the above-described conduct, Poche has suffered and continues to suffer  
27 great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress,  
28 embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment; has been prevented  
and will continue to be prevented from performing daily activities and obtaining full enjoyment of life;

1 will sustain loss of earnings and earning capacity, and/or has incurred and will continue to incur  
2 expenses for medical and psychological treatment, therapy, and counseling.

3 80. Poche is informed and believes, and based thereon alleges, that the conduct of  
4 Defendants was oppressive, malicious, and despicable in that it was intentional and done in conscious  
5 disregard for the rights and safety of others, and was carried out with a conscious disregard of Poche's  
6 right to be free from such tortious behavior, such as to constitute oppression, fraud or malice pursuant  
7 to California Civil Code section 3294, entitling Poche to punitive damages against Defendants in an  
8 amount appropriate to punish and set an example of Defendants.

9 **SIXTH CAUSE OF ACTION**  
10 **DECLARATORY RELIEF**  
11 **(Against All Defendants)**

12 81. Plaintiff incorporates herein and realleges the allegations in Paragraphs 1 through 80,  
13 inclusive, as if set forth fully herein.

14 82. Under California Code of Civil Procedure section 1060 *et seq.*, the Court may declare  
15 rights, status, and other legal relations whether or not further relief is or could be claimed.

16 83. An actual controversy exists between Poche, on the one hand, and Defendants, on the  
17 other hand, in that Poche contends that the Agreement that Delirium is seeking to enforce in a pending  
18 arbitration is illegal, invalid, and unenforceable. On information and belief, Delirium contends that the  
19 Agreement as a whole and all provisions therein are lawful and enforceable.

20 84. Pursuant to California Civil Code section 1608, "[i]f any part of a single consideration  
21 for one or more objections, or of several considerations for a single object, is unlawful, the entire  
22 contract is void."

23 85. Here, the Agreement contains numerous illegal provisions—which were part of  
24 Delirium's consideration—and therefore the entire contract is void.

25 86. A judicial declaration is necessary and appropriate at this time as the parties are in a  
26 fundamental disagreement about the legality and enforceability of the Agreement. Poche intends to  
27 vindicate her legal rights in California state court. However, the consequences for Poche could be  
28 calamitous if Delirium enforces the terms of the illegal Agreement against her for doing so.

87. Poche seeks a judicial declaration that the Agreement is illegal, invalid, and

1 unenforceable, and/or otherwise setting forth the parties' rights and obligations with respect thereto.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays for relief against all Defendants as follows:

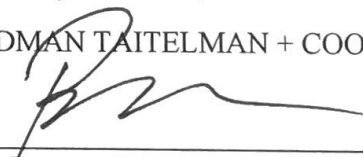
- 4 1. For a declaration by the Court that the Agreement is illegal, invalid, and  
5 unenforceable, and/or otherwise setting forth the parties' rights and obligations with respect thereto;  
6 2. For an award of actual, compensatory, consequential, and/or exemplary damages  
7 against Defendants in an amount according to proof;  
8 3. For costs of suit incurred herein;  
9 4. For pre- and post-judgment interest at the maximum legal rate;  
10 5. For temporary and permanent injunctive relief;  
11 6. For punitive damages as allowed by contract, statute, or otherwise;  
12 7. For attorneys' fees as allowed by contract, statute, or otherwise; and  
13 8. For such other and further relief as the Court may deem to be just and proper.

14  
15 Dated: January 2, 2024

Respectfully submitted,


FREEDMAN TAITELMAN + COOLEY, LLP

16  
17  
18 By: \_\_\_\_\_

  
Bryan J. Freedman  
Summer E. Benson  
Jason H. Sunshine  
*Attorneys for Plaintiff Renee Poche*

GERAGOS & GERAGOS APC

19  
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21  
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23 By: \_\_\_\_\_

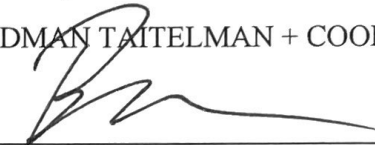
  
Mark J. Geragos  
Kimberly M. Casper  
*Attorneys for Plaintiff Renee Poche*

1 **REQUEST FOR EXPEDITED TRIAL DATE**


2 Plaintiff hereby requests an expedited trial date pursuant to California Code of Civil Procedure  
3 section 1062.3.

4  
5  
6 Dated: January 2, 2024

Respectfully submitted,  
FREEDMAN TAITELMAN + COOLEY, LLP

7 By:   
8 Bryan J. Freedman  
9 Summer E. Benson  
10 Jason H. Sunshine  
11 *Attorneys for Plaintiff Renee Poche*

GERAGOS & GERAGOS APC

12  
13 By:   
14 Mark J. Geragos  
15 Kimberly M. Casper  
16 *Attorneys for Plaintiff Renee Poche*

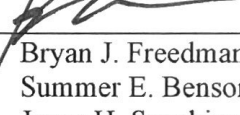
**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues so triable.


Dated: January 2, 2024

Respectfully submitted,

FREEDMAN TAITELMAN + COOLEY, LLP

By:   
Bryan J. Freedman  
Summer E. Benson  
Jason H. Sunshine  
*Attorneys for Plaintiff Renee Poche*

GERAGOS & GERAGOS APC

By:   
Mark J. Geragos  
Kimberly M. Casper  
*Attorneys for Plaintiff Renee Poche*

# EXHIBIT A

**DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE  
READ IT AND UNDERSTAND IT COMPLETELY**

**Participant Release and Agreement**

To: Delirium TV, LLC  


Gentlepersons:

I have applied to participate on the television and/or new media television program currently entitled “**LOVE IS BLIND - SEASON 5**” (*working title*) (the “**Program**”) produced by Delirium TV, LLC (“**Producer**”) which is intended for initial exhibition on a major network or content platform (“**Network**”).

I am making the material statements, representations, warranties, disclosures, covenants, agreements, undertakings and promises in this Participant Release and Agreement (referred to herein as “**Agreement**”) as a material inducement to Producer to consider me as a participant on the Program, and in acknowledgement that Producer is making expenditures and taking actions related to the production of the Program in reliance on the terms and conditions of this Agreement and in considering me as a participant in the Program.

I have been informed of and understand and agree to the premise of the Program, namely that, if I am chosen to be a participant on the Program, an unscripted series in which single men and single women go on blind dates with the intent of finding a Partner (defined below), becoming engaged and ultimately married. I also understand that, even if I am chosen to be a participant on the Program, I may or may not find anyone to marry, depending on the pool of other Program participant candidates. I understand that if I find a match with another individual (“**Partner**”), then I agree to become engaged to my Partner without having seen him/her prior to the proposal, and the Program will follow my Partner and me over the course of our engagement (approximately eight (8) weeks) where we will plan the details of our subsequent wedding, as set forth in more detail herein.

Without limitation of any other term herein, I understand that Producer may remove me from consideration as a participant in the Program, and if I am selected to participate, may remove me from the Program and I will forfeit any chance to participate as well as any of the consideration that might otherwise be due to me hereunder, if any of my statements, disclosures, or representations are false, misleading or incomplete, if I break any promise, or if I fail to abide by this Agreement in any way. In that event, Producer and the Network, in their sole discretion, may make any explanation or announcement, on-air or otherwise, in order to explain or disclose any false statement(s) or broken promise(s) or failure to abide by this Agreement.

**BACKGROUND**

1. I hereby represent and warrant that I meet all of the eligibility requirements listed below:
  - (a) I am at least eighteen (18) years of age.
  - (b) I am a legal United States resident.
  - (c) I have never been convicted of a felony or had a protective order, restraining order or other similar “stay away” Court Order entered against me.



- (d) I am not a candidate for public office and I agree, if selected to participate, not to become one until at least one (1) year after the initial launch of the final episode of the Program in which I appear.
- (e) Neither I nor any of my immediate family members (spouse, ex-spouse, parents, siblings and children) or household members (whether related or not) are, nor have been within the past year, an employee, officer, director, representative or agent of: (i) Producer, Network, any television station owned or operated by Network, or any of their respective parents, subsidiaries, related or affiliated entities; (ii) any national brands and/or national advertisers, or any known major sponsors of Network; or (iii) any person or entity employed or engaged in any aspect of television production who is or might be supplying any services or any goods to the Program.
- (f) I understand and agree that Producer reserves the right at any time to render ineligible any person who Producer determines, in its sole discretion, is sufficiently connected with the production, administration or distribution of the production and/or the Program such that his or her participation in the Program would create the appearance of impropriety.
- (g) I will be available for the Program's production dates, tentatively scheduled to last for a total of approximately eight (8) weeks at times to be determined at a later date by Producer in its sole discretion, including filming relating to my background, and I shall be available for pre-production, production and post-production activities (e.g., on-camera shoot days, on-camera introductions, narrations, voiceover services, pick-ups, etc.) as and when required by Producer during such pre-production, production and post-production periods in accordance with the terms and conditions of this Agreement.
- (h) I am willing to submit to a medical examination, psychological examination, health questionnaires, and background check, if requested, and to have the results of same released to Producer and Network, and I shall provide a letter from my personal physician certifying my fitness to participate in the Program (in a form satisfactory to Producer), with the full understanding that the format involves match-making and thus potentially involves sexual activity.
- (i) I will comply with all applicable Federal, state and local laws (including, but not limited to, obligations regarding U.S. citizenship or permanent legal residence, licensing/permit requirements, etc.)

I acknowledge and agree that it is an essential element of this Agreement that I immediately notify Producer in writing should my responses to any of the foregoing statements change. I further understand and agree that Producer has the sole discretion to make determinations of eligibility in any and all respects, and that Producer reserves the right to change any of the eligibility requirements at any time.

2. I have listed below, to the best of my knowledge or that which I should have known in the exercise of reasonable prudence, anyone I know or have known (other than members of my immediate family and anyone living in my household, who are subject to the representation and warranty that I have made pursuant to Paragraph 1(e) above) who is an officer, director, or employee, or was, within the past two (2) years, an officer, director, or employee of:

- (a) Producer, its parent, subsidiary, related and affiliated companies, or any division or agent of any of them;
- (b) Network or its parent, subsidiary, related and affiliated entities or broadcast affiliates;
- (c) Any person or entity involved with the Program;

- (d) Any known major sponsor of Network or its advertising agency;
- (e) Any television station or channel, cable network, or satellite network that airs the Program or any entity of which such station, network or channel is a parent, subsidiary, affiliate or division;
- (f) Any person or entity supplying goods or other services to the Program;

N/A

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3. The following are ALL of the Content Platform (as defined hereafter) shows and/or programs I have applied or auditioned for, participated on or appeared in within the past one (1) year (even if such show has not aired or will not be broadcast and/or launched). Use extra pages if necessary:

N/A

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I will not apply or audition to appear on any new media, television, internet, digital (including, without limitation, mobile, web-based show(s) or production(s)), broadcast, or any other show(s) or production(s) in any and all media now known or hereinafter created (“Content Platform”), while still being considered for the Program. In the event I am selected to be a participant in the Program, I shall immediately withdraw any pending application to participate in any other such show(s) or production(s).

4. The following are ALL of the Content Platform shows and/or programs on which I have EVER appeared:

<u>Name of Show</u>	<u>Tape Date</u>	<u>Air Date</u>
---------------------	------------------	-----------------

N/A

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If I am professionally trained or have performed or appeared as an entertainer, a description of my training or appearance(s) follows:

N/A

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5. I agree that my appearance as a participant on the Program is not a performance and is not employment and is not subject to any union or guild collective bargaining agreement, and does not entitle me to wages, salary, corporate benefits, workers’ compensation benefits, or other compensation under any such collective bargaining agreement or otherwise. In the event my appearance as a participant on the Program becomes subject to any union or guild collective bargaining agreement, Producer may credit, apply, and offset, to the extent permitted under applicable union or guild rules, one hundred percent (100%) of any and all compensation and fees provided to me hereunder against any residuals and any other payments otherwise due under the applicable union or guild collective bargaining agreement. Nothing herein contained shall be deemed to constitute an employment relationship, joint venture or partnership between me and Producer or between me and the Network, nor shall I be deemed Producer’s or the Network’s agent for any purpose.

6. I agree to cooperate with Producer by making available and furnishing any other information and/or material that is requested of me in connection with the participant selection process and/or the evaluation process.

**PARTICIPANT SELECTION**

7. My selection as a participant will be based on such criteria as Producer shall determine in its sole discretion, which may be subjective. Producer is not obligated to select me, even if I meet all eligibility requirements and all criteria for selection. Producer’s decision regarding the selection of participants is final, binding and not subject to challenge or appeal. Even if I am selected, Producer is not obligated to have me appear on the Program, and Producer shall have the right at any and all times and in its sole discretion to remove or replace me as a participant in connection with the Program for any reason or no reason. I understand and acknowledge that as part of its participant selection, Producer will rely on the information given by me. Even if I am selected, and even if I participate as a participant on the Program or any part thereof, Producer is not obligated to broadcast, launch or otherwise use or exploit the Program, the “Material (as defined hereafter) or any part of either the Program or the Material. Furthermore, Producer may broadcast and/or launch the Program with or without the Material or any portion thereof, as Producer may determine in its sole discretion.

8. I acknowledge and agree that if I should discontinue my participation in the Program and/or take any action that would render me ineligible or otherwise unable to participate in the Program at any time after the execution of this Agreement, Producer would suffer significant cost and expense as a result of such discontinuation and/or action. I also recognize that proof of damages suffered by Producer in the event of such discontinuation will be costly, difficult, and/or inconvenient. Accordingly, if I wish to discontinue my participation in the Program at any time after I execute this Agreement, I will immediately discuss my reasons with Producer. If Producer determines, in its reasonable discretion, that my desire to discontinue my participation on the Program is for other than an acceptable and legitimate reason (e.g., concern for my physical safety, extreme personal emergency, or any similar event beyond my control such as a death in the family), I agree to pay Producer the sum of Fifty Thousand Dollars (\$50,000) as liquidated damages in the event I nevertheless discontinue my participation in the Program or take any action that would render me ineligible or otherwise unable to participate in the Program. I agree that Fifty Thousand Dollars (\$50,000) is a reasonable estimate of the amount of damages Producer is likely to suffer in the event of any such discontinuation, considering all of the circumstances existing as of the date of this Agreement.

9. I understand and acknowledge that I am solely responsible for determining whether I am physically and mentally able to participate in the Program, regardless of any medical examination, psychological evaluation or other examination that Producer may conduct and/or require in connection with my participation in the Program (including, without limitation, the participant selection process). I represent and warrant that I am in excellent mental and physical health.

10. I acknowledge and agree that all of the information that I have provided to Producer is true, accurate, and complete. I agree that Producer may disclose any and all of the information provided by me to any person for any purpose, on or off-air. I understand and acknowledge that providing false, misleading or incomplete information to Producer may result in my elimination from the Program in Producer's sole discretion, and the forfeiture by me of any Stipend (as defined hereafter) payment(s) and/or any other consideration.

**PARTICIPATION**

11. I acknowledge that, if selected as a participant, my participation on the Program will signify that I have agreed to abide by and comply with any and all reasonable instructions and requirements that Producer may notify me of at any time during production, and if I fail to do so, such failure may result in my immediate elimination from the Program and forfeiture of any consideration (including, without limitation, the Stipend as defined hereafter), even if already delivered to me, in Producer’s sole discretion. I further agree that Producer’s decision(s) on all

matters relating to the Program, the evaluation process and/or results and/or the production, shall be within Producer's sole control and shall be final and binding on me in all respects. I understand that as a participant on the Program, I may be separated from, and may be unable to contact for certain periods of time, my friends and family, as well as unable to interact with my regular environment during certain production periods for the Program (emergency exceptions being made subject to approval by Producer). In connection therewith, Producer will provide a contact number that my friends and/or family may call in case I need to be reached in an emergency.

12. Subject to my execution of this Agreement, I agree to timely cooperate and submit to psychological evaluations to be conducted during a time to be determined at a date, time and place determined at the sole discretion of Producer. I also agree to timely cooperate and schedule to film a "background package" during a time to be determined at a later date by Producer in its sole discretion upon reasonable advanced notice by Producer. Additionally, I agree to be available to participate in an orientation for the Program scheduled to occur at the location of filming immediately prior to production or at any time and/or location of Producer's sole election. Additionally, I shall, prior to the start of principal photography of each season of the Program in which I render services for hereunder, attend anti-harassment training conducted by Producer, at least once per each season of the Program in which I render services for hereunder.

13. If, thru my participation in the Program, I become engaged to be married, I agree to cohabitate with my fiancé/Partner on dates specified by Producer and to allow the Program to document, film and follow our relationship, engagement and wedding, all as more fully set forth herein. My participation may include, without limitation, discussions, interviews and/or counseling sessions whether by myself or together with my Partner. In addition, if requested, my participation may include one or more "follow up" interviews subsequent to the end of the production period relating to my then-current status with my fiancé/Partner.

14. I shall timely cooperate with and assist Producer in obtaining any and all releases and clearances that may be reasonably requested, such as, without limitation, from my family members, friends, co-workers, and prospective wedding guests. I shall not inform anyone ("**Third Party**") who is not associated with Producer, Network or the Program of the concept and format of the Program, or that I am under consideration as a participant in the Program, unless and until such Third Party has executed an appropriate confidentiality agreement in a form provided by Producer. I understand that wedding guests and anyone directly involved in wedding preparations and/or in any other activities in connection with the Program will be required to execute personal appearance releases in a form provided by Producer to allow filming and to maintain confidentiality.

15. I understand that, subject to my obligation to cooperate with the production of the Program as set forth in this Agreement, I shall be solely responsible for determining my actions (and/or failure to act) and statements during my participation, and I shall not be required to do anything that I am uncomfortable doing, including, without limitation, with respect to any physical intimacy, sexual contact, and/or nudity during the course of the production (whether during filming or not), as well as any and all activities during my participation, whether related to the Program or otherwise.

16. I also understand and acknowledge that I am fully and freely assuming any and all risks and liabilities related to my participation in the Program. Without limiting the generality of the foregoing, I understand that I am assuming any and all risks related to any intimate conduct and/or any sexual contact, including, without limitation, pregnancy (whether intended or unintended), sexually transmitted diseases, and any other communicable diseases.

17. In the event that Producer provides me and/or my Partner with a video camera or other equipment to record one or both of us at times when the production crew is not present, I shall use reasonable efforts to keep such equipment safe and to use it as instructed, and I shall timely cooperate with all such "self-filming" as may be requested.

18. I understand that my participation in the Program may be affected by the actions and/or advice of the other participants, my friends, my family members, Producer, the Network, the Crew (as defined below), employees of Producer and/or the Network, and/or other individuals, and that my participation may also be affected by the actions or advice of Producer and its employees, other participants, my friends, my family members and/or other individuals. Without limiting the generality of the foregoing, I understand and acknowledge that my participation in the Program may involve my receiving advice, warnings and/or instructions from Producer and its employees, other participants, my friends, my family members, Producer, the Network, the Crew, employees of Producer and/or the Network and/or other individuals, but I am free to accept or reject any such advice, warnings and/or instructions (other than Producer’s reasonable instructions related to the production of the Program), and I will be solely responsible for any and all decisions that I make during my participation in the Program, whether or not such decisions are consistent with any advice, warnings and/or instructions I may receive, and whether or not such decisions affect the outcome of any events and/or activities related to the Program. The waivers, releases, and indemnities in this Agreement and any other agreement that I may execute in connection with the Program expressly apply to any such actions and/or advice.

19. (a) I understand that, in and in connection with the Program, I may reveal and/or relate, and other parties (including, without limitation, other participants, Producer, Network, the members of the production staff and/or crew [collectively, the “Crew”], and my friends, family and business associates) may reveal and/or relate information about me of a personal, private, surprising, defamatory, disparaging, embarrassing or unfavorable nature, that may be factual or fictional. I further understand that my appearance, depiction, and/or portrayal in and in connection with the Program, and my actions and the actions of others displayed in and in connection with the Program, may be disparaging, defamatory, embarrassing, shocking, surprising, or of an otherwise unfavorable nature, may expose me to public ridicule, humiliation or condemnation, and may portray me in a false light. I knowingly assume the risks of any actual or alleged consequences of any such appearance, depiction, portrayal and/or display, and such risks and actual and alleged consequences are expressly released hereunder.

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(b) Without limiting any other rights granted herein, I acknowledge and agree that Producer, Network, and any television station or channel, cable network, or satellite network that airs the Program shall have the perpetual right, throughout the universe, (a) to include any such information and any such appearance, depiction, portrayal, actions and statements in auditions, rehearsals, and preparations for the Program, in tapings of the Program, in the Program as edited by Producer in its sole discretion, and in any and all forms of advertising, promotion, and publicity for the Program, for Network, and for any television station or channel, cable network, or satellite network that airs the Program (the “Advertisements”), and (b) to broadcast, launch and otherwise exploit the Program and the Advertisements containing any such information and any such appearance, depiction, portrayal or actions (which, for the avoidance of doubt, shall all constitute “Material” as set forth hereafter) in any manner, by any method, and in any and all media, whether currently existing or hereafter developed (including, without limitation, the internet), in perpetuity. I understand and acknowledge that, while such conduct might otherwise constitute an actionable tort, I have freely and knowingly consented to such conduct. The waivers, releases, and indemnities in this Agreement and any other agreement that I may execute in connection with the Program expressly apply to any such inclusion and exploitation.

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20. I hereby irrevocably authorize Producer and its licensees and designees to investigate, access and collect information about me, my background, or any of the statements made by me in the casting application, this Agreement, any supporting documents and any other document that I 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. I irrevocably authorize Producer to secure information about my experiences from my current and former employers, associates, family members, friends, co-workers, roommates, educational institutions, government

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agencies, credit reporting agencies, and any references I have provided, and I irrevocably authorize such parties to provide information concerning me. Without limiting the foregoing, I specifically authorize the Producer and its designees to conduct a background check which may include, without limitation, a credit check, a criminal arrest and/or conviction check, a civil litigation check, a family court litigation check, investigation of my employment records, medical records, military service records, motor vehicle records, and government records. I hereby agree to submit medical information to Producer, if requested, and submit to a medical examination, and/or psychological examination. I acknowledge and agree that any such information obtained by Producer pursuant to this Paragraph or otherwise may be (a) for evaluation of my application to participate in the Program, (b) for purposes of selecting participants in the Program, (c) for evaluation of my suitability for participation and/or continued participation in the Program, and (d) for any other purposes designated by Producer in its sole discretion, including, without limitation, providing information to and consulting with Network, and may be used, broadcast, exhibited, distributed, advertised or otherwise exploited by Producer as part of the Program or otherwise, as Producer determines in its sole discretion. I agree to sign any additional consents, authorizations or releases requested by Producer in connection with any background or other investigation of me, as well as any questionnaires and home visits requested by Producer relating to any medical examination, psychological examination, evaluation of relationship compatibility or otherwise. I hereby unconditionally and irrevocably release and forever discharge all such parties and persons from any and all liability, claims and/or demands of whatever kind arising out of or relating in any way to the investigation, collection, preparation, procurement, provision, use, and other exploitation of the investigations, records and documents hereby authorized.

21. In addition, I warrant and represent that, prior to the date of this Agreement, I have not engaged in conduct violating Federal, state or local law(s) and have not committed any act or acts of moral turpitude which might violate community standards of the Network's viewers and advertisers in the United States and, if publicly revealed, would result in widespread public disrepute for Producer, the Network and/or its programming services' sponsors or subject them to scandal or ridicule. I acknowledge that, in entering into this Agreement, the Network and Producer are acting in reliance upon my warranty herein. If, in Producer's good faith determination, I have engaged in conduct or otherwise participated in any situation or occurrence that brings me into public disrepute, contempt, ridicule, or scandal, or that reflects or would reflect unfavorably upon Producer (or its assigns or licensees) or the Program, then Producer (or its assigns or licensees) shall have the right to suspend and/or terminate my services and Producer's obligations hereunder which shall be Producer's only remedies pursuant to this paragraph. If Producer elects to terminate my services and Producer's obligations hereunder pursuant to this paragraph, then the applicable compensation which has accrued pursuant to Paragraph 49 of the Agreement as of the date of termination which has been paid or is payable for services rendered as of the date of termination shall constitute full payment by Producer for all services rendered and rights granted to Producer hereunder.

22. I agree to timely cooperate with, and to follow, all of Producer's directions and instructions in all matters, which shall be final. In addition, I agree that Producer's decisions on all matters relating to the Program (including without limitation, eligibility determinations, participant and/or alternate selection, participant removal, Program production, technical difficulties, the awarding of any and all consideration to any participants, and decisions regarding the creation and implementation of terms and conditions governing the Program and the manner in which the Program is produced) are within Producer's sole control and are final and binding on me in all respects. In addition, if any activity on the Program is halted for any reason, I agree to abide by Producer's decision regarding the resumption of the activity, if any, and the Released Parties (as defined hereafter) will not be liable for any costs, losses or claims caused by any interruption or by Producer's not proceeding with the production. I understand that Producer reserves the right, in its sole discretion, to change, add to, delete from, modify or amend any and all of the terms and conditions of the Program affecting the conduct of the participants on the Program and/or the Program activities.

23. I understand and acknowledge that there may be certain periods during the production of the Program during which I may be requested and/or required to appear and/or reside at one or more locations other than my

principal residence and/or during which I may be requested to abide by certain restrictions and/or conditions and/or requirements, and I agree to abide by any such restrictions, conditions and/or requirements as and when so required by Producer, as well as all procedures and policies relating to such period(s) as Producer may determine in its sole discretion (with the understanding that Producer will not require me to leave my job to participate in the Program). For clarity, if I am requested and/or required to reside at a location other than my principal residence, I may be held jointly and severally responsible and personally liable for any damage caused by me, my Partner, our guests or invitees, as applicable, in excess of reasonable wear and tear, to any such location. If there are any damages, Producer may deduct the full amount from the final payment of my Stipend to cover any such damage. For clarity, if the total amount of damage is greater than my final payment, I and/or my Partner may be responsible for the remainder of any and all damages. Without limiting the generality of the foregoing, I agree to abide by any curfews and/or restrictions that Producer may impose, and I agree to promptly check in with Producer as and when required, both during such periods and/or at other times during the production of the Program.

24. (a) If I am selected by Producer to be a participant in the Program, I agree to be available and to participate as and where Producer or the Network may require in connection with publicity, interviews, promotional materials and/or other additional series materials, and similar matters (e.g., to appear on news shows, talk shows and other programs, and to make other appearances as required by Producer or the Network) in connection with the Program for no additional compensation as and when designated by Producer or the Network in its sole discretion (whether before, during or after production of the Program). In addition, for a period of five (5) years from the initial broadcast of the last episode of the Program in which I appear, I agree, at no cost to Producer and/or Network, to timely cooperate with Producer and/or Network's requests in the promotion and marketing of the Program, which shall include any and all subsequent seasons and derivatives (e.g., spin-offs) of the Program, including, without limitation, my timely posting across my social media feeds, accounts, platforms or other similar methods of distribution, all of which shall be viewable by the general public, sharing and re-posting of Producer's and/or Network's social media posts, announcements, promotional content, concerning any and all Program-related announcements (including, without limitation, promotions, fliers, casting calls, any other Program-related promotional requests) at the discretion of Producer and/or Network. Notwithstanding anything to the contrary herein, in addition, for no additional consideration, I agree to provide the following services as requested by the Network and/or Producer (as applicable): (a) lead-ins, lead-outs, standard openings, closings, teasers, bumpers, trailers, on-camera introductions, electronic press kits, "behind-the-scenes" and/or "making-of" footage; (b) promotional services including, without limitation: (i) a reasonable number of appearances at press and media events (e.g., TCA, NATPE, NCTA and/or the Network's upfront presentations) for promotion of the Program; (ii) a reasonable number of print, radio, and television interviews with both national and local media, including without limitation publicity interviews, press junkets, and satellite media tours; (iii) participation in still photography sessions (including but not limited to gallery and promotional shoots) both on and off the set/location; (iv) satellite media tours; (v) promotional screenings and premieres; and (vi) a reasonable number of other public or non-performing personal appearances before non-paying audiences as may be requested; (c) "enhanced" or added value production material for any episode of the Program, which may be sponsored, intended for exhibition in short segments; (d) on-camera and off-camera promo spots, both on or off location, including, without limitation, sponsor branded promo spots, interstitials, brand bridges and/or vignettes); and (e) on-line promotional activities and promotional campaigns, including, without limitation, blogs, v-logs, video diaries, webisodes, mobisodes and Social Media (as defined hereafter) accounts related to the Program (as requested by the Network and/or Producer). Travel and accommodations for any publicity and promotional appearances will be paid by Network, subject to Network's customary policies.

(b) Access. Subject to applicable law, I hereby grant Producer, Network, and all of their respective assigns, each individually and collectively, "Assignee," the right to videotape, film, portray, photograph and otherwise record me, my actions and my voice (and other sound effects) on, and up to, a 24-hours-a-day, 7-days - a-week basis in the course of my actual life, whether by requesting me to wear a microphone (which Producer may require at its sole discretion) or not. I acknowledge and understand that during filming of the Program, cameras

and other audio and/or video recording devices may be placed in and around any and all private, semi-public and public areas to which I may have access (including, without limitation, in any doctor's offices and hospitals) for the purpose of capturing portions of the Program, and that such cameras and other recording devices may record events, conversations, actions, reactions and/or other information which would otherwise be private, personal and/or confidential in nature. I acknowledge and understand that in connection with the taping of the Program, I shall have no expectation of privacy and I agree that I may be observed and/or taped at any time and in any place.

(c) If I am selected by Producer to be a participant in the Program, without limiting the generality of any other terms or conditions in this Agreement, I understand and acknowledge that I may be required to participate in production-related activities for six (6) to seven (7) days a week, for up to twelve (12) hours per day and up to sixty (60) hours per week (which may include Saturdays and Sundays), and I agree to cooperate fully for any such production-related activities.

(d) If I am selected by Producer to be a participant in the Program, I understand and agree that I will not travel out of town (i.e., outside of the metropolitan area where filming of the Program occurs) during the production period unless such travel is requested by Producer in connection with the Program, or unless such travel is approved by Producer in advance. Producer may approve, or withhold its approval for, any proposed travel in its sole discretion, but Producer will not unreasonably withhold approval for any travel that is unforeseen and is necessitated by significant personal matters, such as a death in my immediate family. Without limiting the generality of the foregoing, I will not engage in any business travel during the production period outside of the metropolitan area where filming of the Program occurs without Producer's prior approval, which I will seek as soon as I am aware of the potential business trip(s).

25. (a) I understand and acknowledge that Producer may cancel production of the Program at any time, for any reason, in its sole discretion. In addition, I understand that the commencement of production, the production, and the completion of production of the Program may be delayed, suspended, terminated or abandoned by Producer at any time in its sole discretion and for any reason whatsoever, including, without limitation, due to events within Producer's control or due to events beyond Producer's control. If production of the Program is abandoned or terminated for any reason, no Stipend (as defined hereafter) or other consideration will be given to any participant, and I understand that, in such event, I will forfeit my Stipend or any other consideration. I also understand that Producer may evacuate one or more participants from the production location for safety or other reasons in its sole discretion, that any such evacuation will terminate the evacuated participants' participation in the Program, that no further consideration will be given to any participant so evacuated, and that if I am evacuated, I will forfeit my Stipend or any other consideration. The waivers, releases, and indemnities set forth in this Agreement and any other agreement that I have executed or that I may execute in connection with the Program expressly apply to any such delay, suspension, termination, or abandonment of production of the Program, to any such evacuation, and to any such forfeiture.

(b) I acknowledge and agree that Producer and Network shall not be obligated to produce, exhibit, distribute, advertise or otherwise exploit the Program or otherwise exploit any of the rights granted hereunder.

26. (a) I acknowledge that Producer may, at any time and in its sole discretion, add, remove or replace participants for any reason or no reason whatsoever. Without limiting the foregoing, I further acknowledge that Producer reserves the right to remove a participant from the Program at any time if Producer determines, in its sole discretion, that a participant's continued participation in the Program is detrimental to that participant's health, safety or well-being, or detrimental to the health, safety or well-being of others or detrimental to the production or the Program. I also understand and agree that if I refuse to sign any further releases, consents, documents, agreements or authorizations as are required by Producer, I may not be permitted to participate further in the participant selection process and/or the Program. Without limiting the generality of the foregoing, I acknowledge



that I will be expected to (i) sign HIPAA releases (as applicable); and (ii) sign and abide by Producer's Covid-19 protocols.

(b) Without limiting the foregoing, I further understand that Producer may eliminate me from participation in the Program at its sole discretion in the event I am found to be acting: (i) in a disruptive or uncooperative manner; (ii) with the intent to disrupt or undermine the legitimate operation of the production; (iii) in a manner designed to annoy, abuse, threaten, harm or harass any other person or in a manner that has such effect; (iv) in a manner that reflects unfavorably upon Producer, Network or any of their respective employees or any other participant; or (v) in a manner that causes Producer, Network or any of their respective employees or any other participant to fall into public disrepute or scandal, as determined by Producer in its sole discretion. I agree and acknowledge that in the event that I possess any weapons (e.g., guns or knives other than kitchen knives), any and all such weapons will be kept in a place that is inaccessible during production, such as a locked cabinet.

(c) I acknowledge and agree that Producer may make any explanation or announcement (or no explanation or announcement) to the public that Producer chooses as to the reason I withdrew or was removed, and that any such explanation or announcement may be made through any and all media, including but not limited to the Program.

(d) I understand and acknowledge that if this Agreement is terminated for any reason, or if I withdraw from the Program at any time, am removed by Producer at any time in its sole discretion, or if the Program does not air (collectively, "**Non-Participation**") no such Non-Participation will affect my confidentiality obligations under this Agreement, or any of the rights assigned by me or any of the covenants, agreements, waivers, releases or indemnities made by me in this Agreement. In addition, and without limiting the foregoing, in the event such Non-Participation is due to my breach, I will forfeit my Stipend and/or any other consideration, I may be required to reimburse Producer for certain expenses, as determined by Producer in its sole discretion, and Producer may require me to forfeit any consideration I may have been given (even if already delivered). No Non-Participation or forfeiture of any consideration will affect my underlying grant of rights, representations, warranties, obligations, commitments, releases, indemnities or confidentiality obligations. Nothing contained herein shall be construed as limiting Producer's absolute right to remove and/or replace a participant at any time in its sole and absolute discretion.

27. I understand and agree that I am prohibited from wearing any apparel in the Program that contains any logos or trademarks unless such apparel has been specifically provided to me or approved in advance by Producer. Furthermore, I understand and agree that neither I nor anyone acting on my behalf shall at any time use any of Producer's or Network's names, logos, trade names or trademarks (including, but not limited to, the title of the Program), or those of any of Producer's or Network's related or affiliated entities, for any purpose or in any manner whatsoever, without Producer's and the Network's advance written consent. I further understand and agree that during my appearance in and in connection with the Program, Producer in its sole discretion may require me to wear clothing, costumes, accessories, and/or makeup selected by Producer.

28. I agree that Producer shall have the exclusive and irrevocable option to film or tape one (1) or more additional "best-of", reunion and/or other episodes of the Program and/or crossover episodes with other production(s) (the "**Additional Episodes**") in which I agree to participate, to be produced by Producer within five (5) years from the initial television launch of the last episode of the Program in which I appear. In the event that Producer elects to exercise its option, then Producer shall so notify me at least five (5) days prior to the commencement date of principal photography or taping of the Additional Episode(s). I agree to participate in production of the Additional Episodes for a period to be determined by Producer (the "**Additional Production Period**") at a location to be determined at a later date by Producer in its sole discretion. I hereby grant Producer all rights in the Additional Episodes as granted with respect to the Program herein and agree that all other provisions of this Agreement (including, without limitation, the provisions relating to publicity services (which I acknowledge

and agree may fall outside of the Exclusivity Period as defined above) and confidentiality as well as all other agreements I may execute in connection with the Program) shall also apply to my participation in the Additional Episodes. For purposes of clarification, the Additional Episode(s) shall constitute a “Program” for purposes of this Agreement and without in any way limiting the foregoing, all of the results and proceeds of my services in connection with such Additional Episodes shall constitute “Materials” for purposes of this Agreement. Producer shall have the right to interview and/or photograph me during the Additional Production Period. The Stipend (i.e., \$1,000 per week) shall be payable with respect to any Additional Episode(s), as well as my travel expenses, if applicable, upon the terms and conditions set forth herein, and I acknowledge and agree that I shall not receive any other compensation or other consideration in connection with my participation in any Additional Episodes.

29. I agree that Producer shall have the exclusive and irrevocable option to engage me as a participant in a spin-off of the Program (“**Spin-Off**”), which Spin-Off may involve one or more additional participants, which may or may not include my Partner, which option shall be exercised, if at all, by giving me written notice within one (1) year from the initial launch of the last episode of the Program in which I appear. In the event that Producer elects to exercise its option, then I agree to enter into a long-form agreement (“**Spin-Off Agreement**”) with Producer with respect to my services in connection with the Spin-Off, the terms and conditions of which shall be subject to good faith negotiation to the extent not reflected in this Agreement. I acknowledge and agree that the Spin-Off Agreement shall provide for my participation in production-related activities, as well as promotional and publicity activities related to the Spin-Off, on the same basis as that is provided in this Agreement, with a per-episode fee to be negotiated in good faith (incorporating the terms of this Agreement), with five (5) additional cycle options after the first cycle of the Spin-Off and four percent (4%) cumulative increases in such fees for each optional cycle. The production schedule for any Spin-Off shall be designated by Producer, upon reasonable notice and consultation with me, and I shall not be required to leave my job to participate in any Spin-Off.

### **BLIND DATES, ENGAGEMENT, WEDDING PREPARATIONS, & WEDDING**

30. I shall cooperate fully with Producer during the approximately two (2) week blind date period during production of the Program where I will attempt to find, create and establish a romantic connection with other Participants. During this time, I acknowledge and understand that I will be living at a production-related accommodation for 24-hours a day, without access to a telephone, internet, or any other communication devices without Producer approval and supervision and that I agree not to bring my cell phone, laptop, iPad or any other device to the production location and if I do I shall leave same with the Producer passcode protected. I understand that the purpose of the experiment is to find a fiancé/Partner and propose and/or accept a marriage proposal without having seen my fiancé/Partner. If I propose and/or accept a proposal, I agree to appear and show up at the altar at my wedding. Notwithstanding, the decision to get married or not is my sole decision. Failure to appear and show up at the altar at my wedding will be considered a discontinuation of my services under Paragraph 8 and all damages under this Agreement shall be in full force and effect.

31. As part of the Program, Producer shall provide me and my fiancé/Partner with a vacation. Producer shall determine the dates and location of the vacation and any and all specifics, such as transportation and hotel. Producer shall be responsible for all expenses related to the vacation, up to the maximum amount specified by Producer in its sole discretion (both as to total amount and as to particular expense items).

32. My Partner and I shall be solely responsible for any and all decisions related to our relationship, engagement and prospective marriage (excepting those provisions related to Producer’s involvement in the wedding planning and ceremony herein described) including without limitation, whether to continue to cohabitate; whether to engage in and the degree of physical intimacy (if any); any information my Partner and I may disclose to one another and/or to any Third Party, any financial decisions, agreements and/or obligations (whether individual and/or joint) made by my Partner and/or myself during the engagement period, and ultimately whether to remain married and/or whether to remain together as a romantic couple at any point in time.

33. I will timely cooperate with Producer in making wedding preparations within the time period and the budget specified by Producer, and in allowing Producer to tape, photograph and otherwise record any such preparations and related activities as Producer may request (such as, without limitation, a bachelor/bachelorette party).

34. I shall cooperate with any and all wedding-related activities and production activities in connection with wedding preparations and the wedding as Producer may request. Producer shall be responsible for all expenses related to the wedding, up to the maximum amount specified by Producer in its sole discretion (both as to total amount and as to particular expense items). I acknowledge that I shall also be sequestered from my fiancé/Partner for a period of time at the discretion of Producer until my wedding date with no communication with my fiancé/Partner during that time. I understand that the wedding date, the wedding venue, the maximum number of guests, the budget and the vendors (such as, without limitation, florist, caterer, music) shall be determined by Producer in its sole discretion. I also understand that Producer may specify whether my Partner or myself is making a particular decision with respect to the wedding. *By way of example and not limitation, Producer may elect to have the bride select the flowers and have the groom select the food, and I shall cooperate with Producer in all such matters and decisions.*

35. I shall cooperate with any and all activities and procedures that may be required in connection with the marriage to my Partner. Without limitation, I understand that the wedding ceremony will be legally binding. I represent and warrant that I am legally able and entitled to be married in the State of Texas, and I will timely comply with any and all prerequisites and/or legal requirements to enter into a valid and binding marriage with my Partner, including, without limitation, timely providing any and all documents that may be required in connection with obtaining the marriage license.

36. Producer will consult with me regarding my work schedule and the production schedule for the Program, and any other production related activities related to the Program that might interfere with my work schedule. Producer will not require me to leave my job, but I understand and acknowledge that certain activities related to the Program may require me to take time off from work. Producer shall use reasonable efforts to accommodate my work schedule in connection with any and all production-related activities and I agree to timely cooperate and use my best efforts to make myself available as requested by Producer.

## **DIVORCE**

37. (a) After my marriage to my Partner, in the event that I and/or my Partner elect to divorce, then pursuant to the covenants and provisions hereinafter stated, Producer will reimburse the reasonable costs and expenses associated with an agreed upon divorce mediator resulting in an uncontested “no fault” divorce via a “Joint Petition for Dissolution of Marriage” (or another similarly titled court filing) (“**Joint Petition**”) and only for so long as I comply with the terms and conditions hereinafter stated.

(b) If I seek a divorce, I shall cooperate with my Partner to do so thru divorce mediation, and I shall notify Producer of any changes that would or might affect the status of such mediation proceedings, including, without limitation, any communications with my Partner that would or might indicate that my Partner was intending to contest the divorce and/or anything related thereto (such as, without limitation, division of assets), or that my Partner was intending not to cooperate with the divorce mediation proceedings, or any potential or actual reconciliation with my Partner before the divorce is final.

(c) In the event my Partner and I agree to mediation, I shall timely notify Producer in writing of the name and address of the agreed upon mediator. In such a case, Producer agrees to reimburse me up to USD \$2,500.00 towards my costs actually paid to the divorce mediator (*or no more than USD \$5,000.00 per couple.*) Producer also agrees to reimburse the costs of the court filing fees in the event of a mediated divorce as aforesaid.

I understand and acknowledge that I shall be solely responsible for any and all costs and expenses incurred thru the divorce mediation process in excess of the Producer's reimbursement identified hereinbefore. I also understand and acknowledge that, in the event of divorce, I have the right to be represented by and/or consult with an attorney of my own choosing which costs and expenses are my sole and individual responsibility.

(d) I understand that in order to maintain confidentiality regarding the decisions (to stay married or to divorce) of the participants on the Program, if I and/or my fiancé/Partner marry and then elect to divorce, I agree that I will not file, initiate or otherwise start any divorce proceedings or any other legal proceedings against my Partner concerning the termination of or validity of, our marriage, until the initial broadcast of the last episode in which I appear, or eleven (11) months following the wedding date, whichever is later. In addition, in the event that my Partner and I marry, then continuing through the initial broadcast of the last episode in which I appear, I will not wear my wedding ring on my wedding finger and shall maintain confidentiality regarding our relationship status, to stay married or to divorce.

38. If neither I nor my Partner notifies Producer in writing within six (6) months following the wedding date that we have elected to divorce, then I understand and acknowledge that Producer shall have no further obligation to contribute towards the divorce mediation fees and costs as set forth above.

39. In the event that either my Partner or I do not participate in divorce mediation and either I or my Partner instead elect to file a "Complaint for Divorce/Dissolution of Marriage" (or another similarly titled court filing), then I understand and acknowledge that any and all attorneys' fees, court costs and other related expenses shall be my sole and exclusive responsibility.

40. Notwithstanding anything to the contrary and with respect to any prospective divorce or other related legal proceedings, Producer makes no representation(s), warranty(ies) or claim(s) as to the following: (i) potential, or likely, outcome or results of any divorce litigation or other legal proceedings related to the dissolution of the marriage; (ii) the appropriate jurisdiction, choice of law or venue for any such or related proceedings; (iii) possible results/outcome of any contested judicial proceedings; and (iv) the laws of any particular state or jurisdiction.

**I understand and acknowledge that if I have any questions regarding the laws in my jurisdiction as it relates to divorce or dissolution of marriage, that I should consult with an attorney of my own choosing and at my sole cost and expense.**

41. To the extent such provisions are legally enforceable, I agree and intend to be bound by the following covenants in the event of a divorce: (i) I will not claim alimony or spousal support against my Partner since I am not in need of financial support from my Partner and I am able to support myself financially without seeking financial assistance from my Partner; ii) I agree not to make claim against or for any share of my Partner's assets or property (both real and/or personal) owned at the time of our marriage; and (iii) I agree to waive any request to be covered by my Partner's health insurance coverage.

42. I agree that in the event of a mediated divorce, the only property division that my Partner and I may contest is of the division of any wedding gifts and any other gifts given jointly to us during the marriage. I shall cooperate with my Partner in determining a reasonable division of such gifts, and in the event of any dispute, I agree to such division as the mediator or a court of law may determine.

43. During the five (5) year period following the initial broadcast of the last episode of the Program, I shall keep Producer informed of all of my current contact information, including, without limitation, my email address, current residential address and any applicable telephone number(s), and I shall promptly notify Producer in writing of any changes in my contact information.

44. In the event my Partner and I decide to reconcile after the filing of a divorce or otherwise, I agree to timely notify Producer in writing.

45. I understand and acknowledge that given the nature of our relationship, my Partner and I may experience a pregnancy(ies) whether during or after production of the Program. Accordingly, any and all risks, claims and potential liability related to any pregnancy(ies) shall be solely my responsibility and the responsibility of the other parent.

46. I understand and acknowledge that any and all expenses, goods and/or services that Producer has agreed to provide in connection with the wedding, vacation expenses, the Stipend and/or the Producer assisted mediated divorce is conditioned at all times upon my not being in breach or default of the Agreement, as well as all of the relevant terms and conditions of the Agreement; all at the sole discretion of Producer.

47. In the event that a divorce is initiated pursuant to the terms of this Agreement, and in the event that I and/or my Partner subsequently do or fail to do anything that would tend to jeopardize the divorce from proceeding without delay or hindrance to final dissolution of the marriage, then I agree to cooperate fully with Producer in attempting to resolve the applicable issue(s), including, without limitation, participating in mediation if requested. If my Partner and I are unable to resolve the applicable issue(s) and if, in Producer's good faith judgment, the applicable issue(s) would prevent or hinder an uncontested "no fault" Joint Petition for divorce, then from and after such date that Producer makes such determination and notifies me and my Partner in writing, Producer shall have no responsibility whatsoever, and the terms of this Agreement relating to a Producer's reimbursement of such legal fees and costs of divorce mediation as described herein shall not apply.

48. I understand and acknowledge that, except for the Stipend, the reimbursement of the costs of a mediated divorce (if applicable), the rent and utilities for the residence in which my Partner and I co-habit during production (which Producer will pay or reimburse), and the wedding and any vacation expenses that Producer has agreed to provide as set forth herein, my Partner and I shall be solely responsible for any and all costs, expenses, claims, obligations and/or liabilities with respect to anything related in whole or in part to our wedding, our marriage, our co-habitation, any pregnancy(ies) and/or child/ren we may have and/or any separation and/or dissolution, and Producer shall have no obligations whatsoever in connection with any of the foregoing except as expressly set forth in the Agreement. I further understand and agree that when I and/or my Partner are staying in a hotel (or equivalent, such as an apartment) ("**Accommodation**") during production or for which Producer is paying, my Partner and I shall be jointly and severally responsible for any and all damages to the premises and contents therein caused by me/my Partner and our guests or invitees, as applicable. If there are any damages, Producer may deduct the full amount from the final payment of my Stipend to cover any such damage. For clarity, if the total amount of damage is greater than my final payment, I/my Partner may be responsible for the remainder of any and all damages.

## CONSIDERATION

49. (a) If I am selected as a participant and provided I am not in breach or default of the terms and conditions of this Agreement, upon commencement of production of the Program and contingent upon each week in which I participate in the Program, Network's acceptance of delivery of each episode(s) of the Program in which I appear, and at Producer's sole discretion, Producer will provide me a total cumulative amount of up to Eight Thousand Dollars (USD \$8,000) ("**Stipend**") dependent on the length of my participation in the Program and at Producer's sole discretion, payable as follows: (i) One Thousand Dollars (\$1,000) for my participation in week 1; (ii) One Thousand Dollars (\$1,000) for my participation in week 2; and (iii) One Thousand Dollars (\$1,000) per week for my participation in weeks three (3) through approximately eight (8) (if applicable). For the avoidance of doubt, under no circumstances shall the Stipend exceed Eight Thousand Dollars (\$8,000). Except as otherwise provided for hereunder and pre-approved by Producer in writing, I understand that I will be responsible for any and all expenses I may incur during and/or in connection with my participation in the Program, including, without

limitation, any travel within the greater Houston, Texas area (including the metropolitan area and suburbs) that may be required in connection with my participation in the Program (including, without limitation, the participant selection process), and Producer will be responsible for any reasonable expenses related to any travel that may be required by Producer outside of the greater Houston, Texas metropolitan area and suburbs. The waivers, releases, and indemnities in this Agreement and any other agreement that I may execute in connection with the Program expressly apply to any such travel (whether provided by me or by Producer), which shall be at my sole risk. Payment of the Stipend shall be subject to Producer's receipt of (i) a fully-executed copy of this Agreement, and (ii) my applicable and approved payroll documents (including, without limitation, a Form I-9).

(b) For the avoidance of doubt, I acknowledge and agree that the Stipend is not payable on an episodic basis and no stipend shall be payable for any episodes of the Program that (i) do not require any new or additional participation beyond that done in connection with one or more prior episodes of the Program (e.g., "making of" or clip shows, or any episodes featuring me in a flashback or in opening/closing title sequences, previously ons/next ons, "superteases") or (ii) only include incidental appearances by me (e.g., appearing solely in still photos or video calls, inclusion of audio-only recordings of me, etc.).

50. (a) Provided that (i) I am not in breach of this Agreement; (ii) I have complied with all of Producer's guidelines and rules, and all eligibility requirements; and (iii) Producer actually selects me to participate in the Program as a participant, I shall be eligible to receive and/or be the beneficiary of any and all consideration specified by Producer (including, without limitation, the Stipend). Other than the Stipend, the exact amount, nature and make-up of any such consideration, shall be at Producer's sole discretion, which I will be informed of upon receipt of such instructions as Producer may provide prior to the start of the production and/or during production.

(b) I shall be solely responsible and shall pay all state, federal, local foreign and other taxes (including, without limitation, income, use or sales taxes or other governmental charges) and license fees on any and all cash and/or other consideration that I receive, including, without limitation, the Stipend. Producer may, at its sole option, or as required by law, withhold any or all applicable taxes prior to the delivery of any consideration or portion thereof.

(c) As used in this Agreement, the word "consideration" means, among other things, money, stipends, and honorariums.

51. I shall not advertise or otherwise disclose my being provided with the Stipend and/or any other consideration. I shall not have the right to assign any consideration I may receive or be entitled to receive to any person or entity prior to receipt.

52. **The award of any and all consideration (including, without limitation, the Stipend) remains at all times subject to Producer's verification of my eligibility, my not being in breach of this Agreement or any other agreement that I have executed or may execute in connection with the Program, and is contingent upon my timely signing all documentation as requested and presented by Producer.** I hereby release, forever discharge, indemnify, and hold harmless the Released Parties (as defined below) of liability for any taxes or fees owed in connection with the payment to me of any consideration (including, without limitation, the Stipend).

### **CONSENT AND GRANT OF RIGHTS**

53. (a) I understand, acknowledge and agree that during my participation in the Program, I have no expectation of privacy and that any and all of my conversations, statements and actions during the production periods of the Program may be recorded and used in and in connection with the Program, any advertising and promotion thereof, and all ancillary and derivative materials related thereto. I shall not collude or collaborate with any other individual(s) with regard to my participation in the Program unless expressly authorized by Producer.

(b) Without in any way limiting Producer's rights pursuant to the terms stated herein, I acknowledge and agree that all phases of the participant selection process for the Program, including, without limitation, psychological examination(s) and/or other participant evaluation and selection activities, may be videotaped and/or audiotaped, and I expressly consent to such videotaping and/or audiotaping of me. For the avoidance of doubt, all such aforementioned materials, together with any other materials that I have supplied to Producer during any stage of the participant selection process and/or otherwise in connection with the Program, shall constitute Materials.

(c) If requested by Producer, I hereby grant to Producer and its employees, contractors, agents, licensees and assigns the right to utilize my personal residence as a filming location in connection with the Program on such date(s) as Producer may request. In such event, Producer shall have the right to enter, remain on and occupy my residence with personnel and equipment for the purpose of recording, filming, taping and/or photographing in connection with the Program and undertaking related activities on and of my residence. Any audio and video recordings (including without limitation, photographs) resulting from Producer's activities at my residence shall be deemed Materials. If so requested, I shall assist Producer in obtaining the written permission from any roommate(s) and/or landlord(s) in connection with Producer's use of my residence as a filming location.

(d) I understand, acknowledge and agree that, as the Network determines in its sole discretion, the Program may contain product placements, product integrations and/or other similar product-related services and/or sponsor-related references, information or activities (collectively, "**Product Integrations**"). My services shall include active participation in and with such Product Integrations as required by Producer and/or the Network for no additional consideration.

54. (a) I hereby irrevocably grant to Producer and each of its parent, subsidiaries, affiliates, successors, licensees, and assigns, the right and license throughout the universe in and to any and all media, whether now known or hereafter devised, to videotape, film, portray copy, and photograph me and my likeness, actions, conversations, and interactions, and record my voice and other sound effects (including, without limitation, by requiring me to wear a microphone) for any purpose including in connection with the production of the Program at any time.

(b) As defined in this Agreement, "**Material**" or "**Materials**" will mean the following: (i) any and all information I have supplied or may supply to Producer, including biographical information, application materials, questionnaires, photographs and videotapes of me and/or others; (ii) my appearance, actions, voice and sound effects in and in connection with the Program (including, without limitation, any performances at any locations whatsoever, such as dramatic, musical, vocal, comedic, choreographic, and the like, which I may provide for the Program); (iii) each name used by me in connection with the Program, (iv) all other materials, ideas, other intellectual properties or elements furnished by me or used by me in connection with the Program (including, without limitation, any personal journals or diaries, blogs/vlogs, videos, emails, texts/picture messages, artwork, choreography, photographs and videos I may take or any written notes I may make in connection with the Program, and any and all Social Media posts, content and/or other materials I may exploit and/or distribute in a digital manner); (v) the results and proceeds of my participation in and in connection with the Program; and (vi) any reproductions or recordings of any nature of any of the foregoing, in whole or in part.

(c) I agree that the Materials are being specially commissioned by Producer as a contribution to an audiovisual work and, accordingly, the copyright (and all renewals and extensions thereof) and all other proprietary rights, title and interest in such Materials shall be owned by Producer as the author of such Materials, which shall be considered "works-made-for-hire" pursuant to the United States Copyright Act. If any of such Materials are not deemed "works-made-for-hire," I hereby assign to Producer the entire copyright and all other rights in and to such Materials (and where any such Materials are not in existence at the date hereof, by way of present assignment of future copyright), throughout the universe for the full period of copyright and all renewals and extensions thereof, and thereafter for the maximum period permitted by law. Without limiting the foregoing, Producer shall have the

exclusive right to use, broadcast, exhibit, distribute, advertise or otherwise exploit the Materials by such means and for such purposes (including, without limitation, merchandising of all kinds) in any and all media, now known or hereafter devised (including, without limitation, television [whether free, pay, cable, satellite or otherwise], theatrical, non-theatrical, cassettes, discs and other home video devices, phonorecords, mobile devices, apps, the internet, wireless internet, music publishing, SMS messaging and other on-line or computer-assisted media, and print media), in any and all versions as Producer designates throughout the universe, in perpetuity, at any time and from time to time, whether as part of the Program or otherwise.

(d) Notwithstanding anything to the contrary in this Agreement, with respect to any of the Materials that are in existence as of the date of this Agreement (such as, without limitation, photographs, musical compositions, video footage, and writings) (“**Other Materials**”), I hereby grant to Producer and its successors, licensees and assigns, a perpetual, non-exclusive, irrevocable license to use such pre-existing Other Materials in the Program and otherwise throughout the universe in perpetuity to the same extent and in the same manner as is applicable to the work-for-hire Materials. “Other Materials” include, to the extent of my rights therein, any information or materials (whether already in existence as of the date of this Agreement or hereafter created) that Producer obtains from third parties, Social Media platforms or any other sources. Similarly, in the event a material (such as, without limitation, photographs, musical compositions, video footage, and writings) I provide to Producer does not qualify as a Material hereunder (“**Outside Materials**”), I hereby grant to Producer and its successors, licensees and assigns, a perpetual, non-exclusive, irrevocable license to use such Outside Materials in the Program and otherwise throughout the universe in perpetuity to the same extent and in the same manner as is applicable to the work-for-hire Materials. Subject to the foregoing, I shall retain all rights to any such Other Materials and Outside Materials.

(e) The Material may be edited, cut, rearranged, adapted, dubbed or otherwise revised or modified for any such purposes by Producer in Producer’s sole discretion, including the editing and/or exhibition of the Materials accurately or with such liberties and modifications as Producer determines necessary in its sole discretion for the purposes of fictionalization, dramatization or any other purposes, including, without limitation, to achieve a humorous or satirical effect. I waive the exercise of any “moral rights” and “droit moral” and any analogous rights however denominated. I acknowledge and understand that any use of excerpts or “clips” of my appearance in the Program may be used in one or more episodes of subsequent seasons of the Program and/or in other programs, and such episode(s) and/or program(s), or any portion thereof, may be distributed, broadcast, exploited, advertised and marketed in any and all media, throughout the universe in perpetuity, all without any additional compensation. Without limiting the generality of the foregoing, Producer and/or Network shall have the right to dub or double my acts, poses, appearances, voice, or sound effects in any language and for any purpose.

(f) Without limiting the foregoing, I am aware and hereby acknowledge that new rights to the Material may come into being and/or be recognized in the future, under law and/or in equity (collectively the “**New Exploitation Rights**”), and I intend to and do hereby assign, grant and convey to Producer any and all such New Exploitation Rights in and to the Material. I am also aware and do hereby acknowledge that new (and/or changed) technology, uses, media, formats, modes of transmission, and methods of distribution, dissemination, exhibition or performance (collectively the “**New Exploitation Methods**”) are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting the Material. I intend and do hereby assign, grant, and convey to Producer any and all rights to such New Exploitation Methods with respect to the Material.

(g) I hereby agree to execute and deliver to Producer any and all documents Producer deems in its interest to confirm the existence of the preceding assignment, grant and conveyance and to effectuate my purpose to assign, grant and convey such rights to Producer, including without limitation the New Exploitation Rights and any and all rights to the New Exploitation Methods, as well as to evidence, effectuate or enforce any other provision of this Agreement. In the event that I shall fail to execute any such licenses and agreements within ten (10) days



after Producer's request therefor, I hereby appoint Producer as my attorney-in-fact to execute any and all said licenses and agreements on my behalf.

55. (a) I hereby irrevocably grant to Producer and its licensees and assigns the perpetual right, throughout the universe, to use and license others to use my name (including nicknames and Social Media handles), image, sobriquet, likeness (actual or simulated), photograph, caricature, voice (including but not limited to any catchphrases, slogans, verbal expressions or terms associated with me), the name of the city where I live, and biographical material in and in connection with the development, production, exhibition, advertising, publicity, promotion, marketing, merchandising and other use or exploitation of the Materials, whether as part of the Program or otherwise, or in connection with the exploitation of any subsidiary and ancillary rights therein, Producer's or Network's business activities and the business activities of the networks, stations, sponsors, and other users, exhibitors, distributors, assignees and licensees of the Materials and/or the Program, in any and all media whether now known or hereafter devised, and for any purpose including, without limitation, for any commercial purpose and/or out-of-context use whatsoever, including, but not limited to trailers, product endorsement, institutional marketing, merchandising, sound recordings, commercial tie-ins, and promotional tie-ins, which may include the name of any sponsor and/or such sponsor's products and/or services, whether related to the Program or otherwise, to the maximum extent permitted by applicable law. I agree that any broadcast, launch or other exploitation of the Materials or any rights therein, whether as part of the Program or otherwise, will not entitle me to receive any consideration or compensation other than the Stipend (if applicable) and any other consideration that I may have been provided as a participant on the Program in accordance with this Agreement. Notwithstanding the foregoing, except as otherwise provided for herein, this section shall not be construed as to grant Producer and/or Network any ownership, access, or control over my Social Media accounts.

(b) I hereby represent and warrant that I have the right (without permission from or payment to any third party) to grant each and all of the foregoing rights on my own and on behalf of all others who appear in the videotape(s) or photograph(s) that I have supplied and/or who have supplied information contained in the Materials.

(c) Nothing herein obligates Producer and/or Network to use or otherwise exploit any of the rights granted herein.

(d) I hereby represent and warrant that (i) the Material is original to me and all of my statements within the Program will be true; (ii) I have the right, power, and authority to enter into this Agreement, and there are no impediments to performing all of my obligations set forth in this Agreement; (iii) my services hereunder shall not violate the rights of any third party; and (iv) I will comply with all applicable federal, state, and local laws.

**ACKNOWLEDGMENT AND ASSUMPTION OF RISK**

56. (a) I AM AWARE THAT THE ACTIVITIES IN WHICH I MAY PARTICIPATE IN AND IN CONNECTION WITH THE PROGRAM MAY BE HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN THE PROGRAM AND RELATED SITUATIONS AND ACTIVITIES WITH FULL KNOWLEDGE, APPRECIATION AND UNDERSTANDING OF THE DANGERS AND PERSONAL RISKS INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF PARTICIPATING IN PARTICIPANT SELECTION AND/OR IN THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, EMBARRASSMENT, ILLNESS, CONTRACTING SEXUALLY TRANSMITTED INFECTIONS, HEPATITIS, HIV, INFLUENZA, ANY OTHER COMMUNICABLE DISEASE, PREGNANCY, SERIOUS PERSONAL INJURY, NON-CONSENSUAL PHYSICAL CONTACT, DEATH AND/OR PROPERTY LOSS, INCLUDING PRIVATE AND PERSONAL PROPERTY. IN ADDITION, I AM AWARE THAT THE ACTIVITIES IN WHICH I PARTICIPATE IN AND IN CONNECTION WITH THE PROGRAM MAY CAUSE ME EMBARRASSMENT, SHOCK, SURPRISE, AND OTHER UNFAVORABLE EMOTIONS, AND MAY BE AN INVASION OF MY PRIVACY. FURTHER, I UNDERSTAND AND ACKNOWLEDGE THAT, WHILE CONDUCT GIVING RISE

TO SUCH SITUATIONS MIGHT OTHERWISE CONSTITUTE AN ACTIONABLE TORT, I HAVE FREELY AND KNOWINGLY CONSENTED TO SUCH CONDUCT AND EXPRESSLY ASSUME ALL SUCH RISKS AND AGREE THAT THE WAIVERS, RELEASES AND INDEMNITIES CONTAINED IN THIS AGREEMENT AND ANY OTHER AGREEMENT THAT I HAVE EXECUTED OR MAY EXECUTE IN THE FUTURE RELATED TO THE PROGRAM EXPRESSLY APPLY TO THESE RISKS.

(b) I UNDERSTAND THAT PRODUCER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE CHARACTER, BACKGROUND, PHYSICAL HEALTH, AND/OR MENTAL HEALTH OF ANY PROGRAM PARTICIPANTS, CREW MEMBERS OR OTHER PROGRAM PARTICIPANTS. I FURTHER ACKNOWLEDGE THE POTENTIAL DANGERS INHERENT WITH INTERACTING WITH STRANGERS DURING MY PARTICIPATION ON THE PROGRAM AND THAT PRODUCER STRONGLY ADVISES THAT I TREAT ALL OTHER PARTICIPANTS, CREW MEMBERS AND OTHER PERSONS WITH WHOM I INTERACT IN CONNECTION WITH THE PROGRAM AS COMPLETE STRANGERS AND THAT I PROCEED WITH THE APPROPRIATE CAUTION, AND I SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL CONSEQUENCES THEREOF. I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT PRODUCER HAS NO OBLIGATION TO INVESTIGATE THE BACKGROUND, OR PHYSICAL OR MENTAL HEALTH OF ANYONE WITH WHOM I COME IN CONTACT DURING THE PRODUCTION OF THE PROGRAM; NEVERTHELESS, PRODUCER MAY IN ITS SOLE DISCRETION UNDERTAKE ANY SUCH INVESTIGATION, PROVIDED PRODUCER SHALL HAVE NO OBLIGATION WHATSOEVER TO DISCLOSE TO ME THE RESULTS OF ANY SUCH INVESTIGATION AND/OR ANY OTHER INFORMATION OBTAINED BY PRODUCER RELATING TO ANY OTHER INDIVIDUAL(S), EVEN IF SUCH RESULTS WOULD DISCLOSE CERTAIN RISKS TO ME. I FURTHER ACKNOWLEDGE AND AGREE THAT ANY RESULTS AND/OR INFORMATION ABOUT ANY OTHER INDIVIDUAL(S) THAT IS/ARE DISCLOSED TO ME BY PRODUCER, IF ANY, MAY BE INCOMPLETE, INACCURATE OR MAY BE THE RESULT OF NEGLIGENTLY PERFORMED BACKGROUND CHECKS OR INVESTIGATIONS BY PRODUCER OR ITS DESIGNEE OR INCORRECT INFORMATION GIVEN TO OR OBTAINED BY PRODUCER.

(c) I ACKNOWLEDGE THAT THE FOREGOING IS NOT AN EXHAUSTIVE LIST OF THE RISKS, HAZARDS AND DANGERS I MAY BE EXPOSED TO AS A RESULT OF THE PROGRAM AND ITS ACTIVITIES, AND I VOLUNTARILY AND FREELY ACCEPT AND ASSUME THESE AND ALL SUCH OTHER RISKS, HAZARDS AND DANGERS I MAY ENCOUNTER OR BE EXPOSED TO AND UNDERSTAND AND ACKNOWLEDGE THAT THE WAIVERS, RELEASES AND INDEMNITIES IN THIS AGREEMENT EXPRESSLY APPLY, WITHOUT LIMITATION, TO ALL SUCH RISKS, HAZARDS AND DANGERS.

57. I ACKNOWLEDGE THAT NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER HAVE BEEN MADE TO ME BY PRODUCER REGARDING MY QUALIFICATIONS OR ABILITY TO PARTICIPATE IN THE PROGRAM.

I ACKNOWLEDGE I HAVE THE RIGHT, AND THE DUTY TO REPORT TO THE PRODUCER ANY BREACH OF SAFETY RULES OR PROTOCOLS AS INSTRUCTED BY PRODUCER, OR ANY BEHAVIOR OR CIRCUMSTANCES THAT I BELIEVE MIGHT ENDANGER ANYONE ON THE PRODUCTION CREW, INCLUDING CAST AND MYSELF, OR OF THE PRESENCE OF ANY ILLEGAL DRUG(S.)

**PUBLICITY**

58. (a) I understand and agree that all publicity in connection with the Program is under the sole control of Producer and Network. Except as otherwise authorized in advance and in writing by Producer and Network, I will not myself, or authorize others to, advertise or promote my application for or appearance on the Program or

receive or generate any monetary advantage from my appearance on the Program. During the Exclusive Period (as defined hereafter), and without limitation of any of the terms of my obligations under this Agreement), I shall not, on my own behalf or for any third parties, consent to or participate in any publicity, interviews, or any other contact with any media whatsoever, whether or not related to the Program, without the prior written approval of Producer and Network, which may be granted or declined in their sole discretion.

(b) Without limiting the foregoing in any respect, I shall not directly or indirectly consent to or participate in any publicity or interviews, or have any other contact with any media whatsoever, related to the Program without authorization in advance and in writing by Producer and Network, which may be granted or declined in their sole discretion. Furthermore, I acknowledge and agree that I shall not make any derogatory comments or statements of any kind in any media regarding any of the following: Producer (including, but not limited to, its employees and/or agents), Network (including, but not limited to, its employees, agents, its programming services and/or any of its programming), and/or the Program (including, but not limited to, any of the other participants and/or the production thereof). Unless otherwise explicitly stated herein, I acknowledge and agree that my obligations with respect to publicity, interviews and media contact as set forth in this Paragraph shall continue in perpetuity. In no event will I have the right to terminate my publicity obligations. Without limiting the foregoing, I shall allow Producer to monitor any and all Social Media accounts, blogs, vlogs or similar activities that I may engage in, and upon request, I shall remove any and all posts, photos and other materials that Producer instructs me to remove.

(c) In order to effectuate the terms of this Agreement, I understand, acknowledge and agree that if I am selected as a participant in the Program and matched with a Partner, I will deactivate any and all of my Social Media accounts for the period of ninety (90) days prior to the initial launch of the first episode of the season of the Program in which I appear continuing through the initial launch of the last episode of the season of the Program in which I appear (“**Black-Out Period**”), and I shall only communicate on Social Media regarding the Program and/or my participation during the launch period and thereafter with the prior approval of Producer in each instance. In the event that one or more of my Social Media accounts cannot be de-activated, then during the Black-Out Period, I agree to change the settings of such account(s) to the most private settings allowed, and I shall not accept or allow any new “friends” or “followers” or similar designations of participants who can view and/or comment on and/or participate in my Social Media account(s). Without limiting the generality of the foregoing, I shall not communicate on Social Media regarding the Program and/or my participation in any manner during such Black-Out Period.

## **CONFIDENTIALITY**

59. I understand that any appearance that I may make on the Program and/or in connection with any Program-related activities in which I may participate (including, without limitation, the participant evaluation and selection process) is strictly for the purpose of participating in the Program. The terms of this Agreement, as well as any conversations that I may have with the Network, Producer, its employees or agents, including but not limited to those relating to potential merchandising or ancillary business opportunities) are confidential, and neither I nor my representatives shall discuss such matters (except with my attorney/agent/accountant who agree to be bound by this confidentiality provision), nor issue any publicity releases or make any statements or announcements to the press regarding my engagement hereunder and/or the production of the Program without the express prior written permission of a Network officer (email sufficient). I shall keep in strictest confidence and shall not directly or indirectly disclose to any party at any time (i.e., prior to, during, or after the taping or launch of any episode of the Program) any information, trade secrets or other materials of any kind, that I read, hear, observe or otherwise acquire or learn in connection with or as a result of my participation in the Program, including without limitation, any information or materials concerning or relating to the business and creative affairs of Producer, the Network, the Program, any other participants, the application process to be a participant on the Program, the production methods of Producer, the amount of any consideration I may receive, elements of the format and production of the Program, the events contained in the Program, any information whatsoever relating to any events and/or activities recorded

in connection with and/or presented in the Program, the outcome of any episode of the Program and/or any events depicted in and/or recorded for the Program, or the contents of this Agreement or any other agreement or document that I sign, have signed or receive from Producer at any time (collectively, the “**Confidential Information and Materials**”). Without limiting the foregoing in any way, I will not myself, or authorize others to, prepare or assist in the preparation of any written work, any audio work, and/or any visual work, including, without limitation, any website or information on the internet, that depicts, concerns or relates in any way to my participation in the Program or the Confidential Information and Materials. I acknowledge and agree that the Confidential Information and Materials are confidential and the exclusive property of Producer and/or Network. I acknowledge and agree that my obligations with respect to confidentiality as set forth in this Paragraph of the Agreement shall continue in perpetuity. In no event will I have the right to terminate my confidentiality obligations under this Agreement. Furthermore: (i) I may not use or otherwise reference involvement with Producer, the Network or the Program in any manner or media whatsoever (including, without limitation, on any Social Media platforms) without the prior written approval of an officer of the Network (which the Network may withhold in its discretion); and (ii) I shall not, nor shall anyone acting on behalf of me, at any time use any of Producer’s or the Network’s or its programming services’ names, logos, trade names or trademarks (including, but not limited to, the title of the Program or any logos or marks related to the Program), or those of any of Producer’s or the Network’s related entities, or any word(s), catchphrases, slogans, verbal expressions or terms that have become associated with the Program or any participant therein, for any purpose or in any manner whatsoever, without the prior written approval of an officer of the Network (which the Network may withhold in its discretion). I acknowledge and understand that I shall not make any derogatory comments or statements of any kind in any media regarding any of the following: Producer (including, but not limited to, its employees and/or agents), the Network (including but not limited to its employees, agents, its programming services and/or any of its programming), and/or the Program (including but not limited to any of my fellow participants and/or the production thereof). I acknowledge and agree that I shall never make use of any “**Social Media**” (e.g., Facebook, Twitter, Flickr, Tumblr, Instagram, Viggie, YouTube, LinkedIn Google+, Pinterest, or any similar social media and/or social networking source, platform, technology, application, outlet or website), in connection with the Program whatsoever (including, but not limited to, mentioning Producer, the Network, any of its programming services, and/or any of their executives and/or agents) without the Network’s prior written approval. I agree to comply with the terms of use of any Social Media websites that I am expressly permitted to use hereunder. For the sake of clarity, nothing in this paragraph is meant to prohibit me from exercising my rights under Section 7 of the National Labor Relations Act. Without limiting the foregoing in any way, I will not myself, or authorize others to, prepare or assist in the preparation of any written work, any audio work, and/or any visual work, including, without limitation, any website or information on the internet, that depicts, concerns or relates in any way to my participation in the Program or the Confidential Information and Materials. I acknowledge and agree that the Confidential Information and Materials are confidential and the exclusive property of Producer and/or Network. I acknowledge and agree that my obligations with respect to confidentiality as set forth in this Paragraph of the Agreement shall continue in perpetuity.

60. I recognize that a breach by me of my Publicity and/or Confidentiality obligations as set forth herein would cause Producer and 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 Network shall be entitled to injunctive and other equitable relief (without posting bond) to prevent and/or cure any breach or threatened breach of my Publicity and/or Confidentiality obligations as set forth herein. I also recognize that proof of damages suffered by Producer and Network in the event that I breach such obligations will be costly, difficult, or inconvenient to ascertain. Accordingly, and without limitation of any other remedy available to Producer and/or Network, I agree to pay Producer and Network the sum of One Million Dollars (\$1,000,000) per breach plus disgorgement of any income and/or consideration that I may receive in connection with my breach as liquidated damages in the event I breach my Publicity and/or Confidentiality obligations as set forth herein prior to the initial launch of the last episode of the Program in which I appear. I agree that One Million Dollars (\$1,000,000) plus disgorgement of any income and/or consideration that I may receive in connection with my breach is a reasonable estimate of the amount of damages Producer and Network are likely to suffer in the event I breach my Publicity and/or Confidentiality

obligations as set forth herein prior to the initial launch of the last episode of the Program in which I appear, considering all of the circumstances existing as of the date of this Agreement. Furthermore, I will defend, indemnify and hold harmless Producer, Network, each of their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees, from 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 my Publicity and/or Confidentiality obligations as set forth herein.

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**EXCLUSIVITY**

61. I agree that, for the period commencing with the date of this Agreement and continuing through and including the date that is the latter of (i) twelve (12) months following the initial exhibition of the last episode of the Program in which I appear, and (ii) twelve (12) months following the expiration of the last option (the “**Exclusive Period**”), I shall be exclusive to Producer and Network (as on-camera talent, producer, or otherwise) in all forms of reality-based, unscripted, game, competition, talk, alternative programming, and documentary productions (including, without limitation, all forms of talk, variety, sketch, over-the-air free television, exhibition by cable and pay cable, direct broadcast satellite service, radio, print, internet and/or motion pictures) and content in any and all forms of media whether now known or hereafter devised. I further agree that I will not be permitted to give interviews, render services, license or permit use of my name, voice or likeness, or make appearances (whether or not for compensation) in any and all forms of media (including, but not limited to, on, in or in connection with television programming, commercials, the internet, blogs, vlogs, radio, podcasts, autograph signings or photo sessions, etc.) on my own behalf or for any third party. During the Exclusive Period, I shall not directly or indirectly (e.g., through my businesses) endorse, or render services in connection with any endorsement for, any product or service competitive to (i) any sponsor whose products or services are integrated into the Program; (ii) any sponsor with whom Network has arranged for commercial tie-ins for the Program; and (iii) any merchandise (e.g., a product or service reasonably associated with the Program) without Network’s prior approval (such approval not to be unreasonably withheld); and/or (iv) the Network service. Also, without limiting the foregoing, I agree that I shall not at any time (i.e., both during the Exclusive Period and thereafter), publish, refer to or exploit my association with or appearance on the Program in connection with the promotion of any goods or services without Producer’s and Network’s written consent (which consent may be given or withheld at Producer’s and Network’s sole discretion). During the Exclusive Period, my obligations for the Program shall be in first priority over all other obligations and permitted services, which shall not interfere with my obligations hereunder. I may not parody or disparage the Network or the Program for or to any third party and/or in connection with any services for any third party.

**BROADCAST STANDARDS AND PRACTICES**

62. Except as otherwise requested by Producer and/or Network, I shall not mention or "plug" any commercial product, service, venture or thing on the Program. I have not paid or accepted any money or other valuable consideration (including a division of the Stipend and/or any other consideration) in connection with my appearance on the Program, or authorized anyone else to do so. I am not, and no one acting on my behalf is, giving or receiving, nor have I or anyone acting on my behalf given or received, any monies or other valuable consideration (including, without limitation, a division of any the Stipend and/or any other consideration) in connection with my appearance on the Program, and I have not authorized and will not authorize, and no one acting on my behalf has authorized or will authorize, anyone else to do so. I am aware that payment or acceptance of, or agreement to pay or accept, any money or valuable consideration for the appearance of any person or the mention of anything on the Program without disclosure to the broadcaster prior to broadcast is a **federal offense** punishable by fine and imprisonment. I agree to immediately notify Producer and a representative of the Network if anyone tries to induce me to accept any such payment. I further acknowledge and agree that any agreement between me and any other participant(s) to share any consideration, if awarded to me or such other participant(s), shall constitute a deceptive or dishonest act

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hereunder. If anyone tries to induce me to do any such act, I shall immediately notify Producer and a representative of the Network.

63. (a) I agree to immediately inform Producer and a representative of the Network if I discover that any person who is a relative, friend, or acquaintance of mine (other than anyone who is invited to participate in the production) is rendering services in connection with, or is any way associated with, the Program.

(b) If I have noticed or do notice any potential irregularity or impropriety in connection with the Program by any other individual, including any participant, I shall inform the Network of such concern on the applicable tape day, or as soon as it occurs. Any complaint(s) not promptly brought to Producer's attention will be deemed waived. Producer will undertake to investigate such complaint(s) and, in Producer's sole and absolute discretion, Producer may take any remedial or reparative action deemed necessary and/or appropriate, including, without limitation, a determination by Producer to take no action.

### **RELEASE AND INDEMNIFICATION**

64. I, my heirs, next of kin, spouse, spousal equivalent, guardians, legal representatives, executors, administrators, successors and assigns (collectively, "**Releasing Parties**"), hereby unconditionally and irrevocably release and forever discharge each of the other participants in the Program, the Crew, Producer, Network, any compliance company or other vendor, any television station or channel or cable or satellite network broadcasting or otherwise exhibiting the Program, any sponsors, advertisers, affiliates and distributors of the Program, and each of their respective parents, subsidiary entities, related entities, affiliates, successors, licensees and assigns, and the respective directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing entities, and the heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors and assigns of each of the foregoing (herein, collectively, the "**Released Parties**") from and against any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, reasonable attorneys' fees), arising out of or in connection with my: preparation for, application for, participation or appearance in, elimination or withdrawal from, travel in connection with or activities associated with the Program (including, without limitation, any warnings, instructions, advice or other information provided by Producer or any of the Crew); any claims related to the actions and/or omissions of other participants and/or other third parties; any defect in equipment; the receipt; any non-receipt, use, nonuse or misuse of any consideration (including without limitation, my failure to pay taxes thereon and any dissatisfaction with the consideration provided); any complaints to and/or proceedings before the Federal Communications Commission; Producer's production and exploitation of the Program; and Producer's or Network's exercise of any rights granted by me in this Agreement, on any legal theory whatsoever (including, but not limited to, personal injury, rights of privacy and publicity, and defamation), whether occurring before, during or after my actual participation in the Program (collectively, "**Released Claims**"). The Released Claims shall include, without limitation, claims arising out of or in connection with any statements made and/or actions taken by me or any third party; any injury, illness, damage, loss or harm to me or my property, or my death, or any injury, illness, damage, loss or harm to any Releasing Parties or any third parties or any of their property, or the death of any Releasing Parties or any third parties, any match-making and/or failure to make a match, any consideration determination, the amount of any consideration; any eligibility determination; any elimination determination; any failure to follow (or compliance with) any advice, instructions, warnings or other information provided by Producer or the Network or anyone connected with the Program; any determination regarding any Program activity; any action or inaction taken in response to any halt of production, technical failure, human error, preemption and/or cancellation; any exploitation of the Program or my appearance on the Program; the failure of Producer to select me as a participant; and/or the cancellation of the Program. The Released Claims shall further include, but are not limited to, those based on negligence of any of the Released Parties or any of the other participants in the Program, infliction of emotional distress, products liability, breach of contract, breach of any statutory or other duty of care owed under applicable laws, libel, slander, defamation, invasion of privacy, publicity or personality, misrepresentation, infringement of copyright, loss of

earnings or potential earnings and those based on my dissatisfaction with any consideration and/or any use of any consideration by me and/or any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind resulting from the actions of the Released Parties, or any of them, or any other participant or any other third party, at any time.

65. I and the other Releasing Parties agree that I will not bring or be a party to any legal action or claim against the Released Parties, or any of them, or initiate any proceedings based upon, relating to or arising out of the Released Claims.

66. I understand and agree that all rights under Section 1542 of the Civil Code of California and similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

**"1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. I and the other Releasing Parties knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law, or rule of similar effect of any jurisdiction throughout the world, and acknowledge and agree that this waiver is an essential and material term of this release. It is intended, understood and agreed that the release set forth herein constitutes release by myself and the other Releasing Parties of all claims, whether known or unknown, according to the terms of this Agreement. I and the other Releasing Parties hereby represent that we have been advised by our legal counsel (or, in the alternative, have had the opportunity to be advised by our legal counsel, and have chosen not to consult such counsel), understand and acknowledge the significance and consequence of this release and of this specific waiver of Section 1542 and other such laws.

67. I, and the other Releasing Parties, irrevocably agree to defend, indemnify and hold harmless each of the Released Parties from any and all claims caused by or arising out of my participation in and in connection with the Program, including, without limitation, claims arising out of, relating to or in connection with:

(a) my acts, statements and/or omissions in connection with the Program, the application process, and my preparation for, participation and appearance in, or my elimination from the Program;

(b) my failure to follow the instructions of Producer or any of its officers, agents, representatives or employees, or anyone connected with the Program;

(c) any breach or alleged breach of any of representation, warranty, covenant, undertaking, promise or obligations made by me in connection with the Program, my application for the Program and/or this Agreement;

(d) my possession, use, non-use or misuse of any consideration or my failure to pay any taxes with respect to any or all consideration; and

(e) the use or exploitation by Producer or Network or any of their respective licensees or assigns of any of the rights I have granted herein.

## **MEDIATION & ARBITRATION OF DISPUTES AND LIMITATION OF REMEDIES**

68. Both Producer, on behalf of itself and Network, and I acknowledge, understand and agree that if any dispute, controversy or claim arising out of or relating to this Agreement, the breach of any term hereof, or any effort by any party to enforce, interpret and/or construe, rescind, terminate or annul this Agreement, or any provision thereof, including without limitation the applicability of this arbitration provision, and any and all disputes or controversies relating in any manner to my appearance on or participation in and in connection with the Program that are not otherwise barred or released pursuant to the terms of this Agreement (collectively “**Matters**”) cannot be resolved through direct discussions, the parties agree to endeavor first to resolve the Matters by mediation conducted in the County of Los Angeles and administered by JAMS. (Notwithstanding the foregoing, if any party files suit in court, the other party or parties need not demand mediation to enforce the right to compel arbitration.) If any Matter is not otherwise resolved through direct discussions or mediation, as set forth above, then the parties agree that it shall be resolved by binding arbitration conducted in accordance with the Streamlined Arbitration Rules and Procedures of JAMS, through its Los Angeles, California office or its Houston, Texas office, as Producer may elect.

69. **In agreeing to arbitration, the parties acknowledge that we have waived the right to a jury trial.** Any such arbitration shall be conducted by a single, neutral arbitrator, who shall be a retired judge of a state or federal court, experienced in entertainment disputes with at least 15 years of experience, and selected from JAMS’ panel of arbitrators proffered by its Los Angeles, California office. If the parties cannot agree upon an arbitrator after good faith discussion, the arbitrator shall be chosen by JAMS pursuant to the requirements of this Paragraph. The parties and their witnesses agree that the mediation and arbitration proceedings, testimony, discovery and documents filed and/or produced in the course of such proceedings, including the fact that the mediation or arbitration is being conducted, will be maintained as confidential by the parties and will not be disclosed to any third party, except the mediator(s), arbitrator(s) and their staffs, the JAMS and its staff, the parties’ attorneys and their staff, and any experts retained by the parties. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be sealed, except as necessary to obtain court confirmation of the arbitration award. Notwithstanding the foregoing, a party may disclose limited information if required in any judicial proceeding brought to enforce these arbitration provisions or any award rendered hereunder. Upon conclusion of any arbitration proceedings hereunder, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision he or she has reached and shall deliver such documents to each party to the agreement along with a signed copy of the award in accordance with section 1283.6 of the California Code of Civil Procedure. The parties agree that the arbitrator’s ruling in the arbitration shall be final and binding and not subject to appeal or challenge. Judgment upon an award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The Federal Arbitration Act (9 U.S.C. § 1, et seq.) or its successor statute shall apply and govern the enforcement of this arbitration clause. The parties agree that the arbitrator is not authorized to award any punitive or exemplary damages whatsoever and the parties will not seek to collect or enforce any part of any award inconsistent with this limitation on the authority of the arbitrator. The arbitrator will not have the power to allocate to one party the payment of the other party’s fees, expenses or attorney’s fees, absent a finding of bad faith.

70. I further acknowledge and agree that the business realities of content productions of this nature, including the Program, create special circumstances for which Producer must be able to maintain its ability to seek injunctive relief and/or other equitable and/or provisional remedies. For example, a participant’s premature or threatened disclosure in violation of the Confidentiality or Publicity provisions of this Agreement could result in a reduction of audience interest or other diminution in the value of the Program or Producer’s or Network’s rights hereunder, which would cause Producer and Network irreparable injury and damage that could not be reasonably calculated or adequately compensated by damages in an action at law. Accordingly, under such and similar circumstances, Producer and Network hereby reserve the right to seek injunctive relief pursuant to California Code of Civil Procedure section 1281.8 and any successor or similar statute.



71. My remedies for any breach of this Agreement by producer or others will be limited to damages, if any, and in no event will I be entitled, and I hereby waive any right, to rescind this Agreement or any of the rights granted herein, or to seek or obtain (including, without limitation, through any arbitration proceeding) injunctive or any other equitable relief. I hereby acknowledge and agree that my sole remedy for claimed injuries arising out of this Agreement shall be to seek monetary damages, if any, and that such remedy is adequate and sufficient.

72. If any portion of the dispute resolution mechanism set forth hereinabove is found to be invalid, illegal or unenforceable for any reason, that portion shall be severed from the rest and shall not affect the parties' agreement to resolve all controversies and claims through mediation and arbitration.

**MEDICAL RELEASE**

73. In case of an emergency, I authorize Producer to arrange for or provide such medical assistance to me as it determines necessary. I also authorize any licensed physician and/or medical facility to provide any medical/surgical care and/or hospitalization of me, including anesthetics, which such licensed physician and/or medical facility determines necessary or advisable, pending receipt of a specific consent from me. I authorize any reasonably necessary care by paramedics. In connection with the foregoing, I also agree to execute a copy of the Emergency Medical Release attached hereto as Exhibit "A" and which forms a part of this Agreement. Further, I acknowledge and agree that any medical procedures offered to me in connection with my participation in the Program may involve risks of complications, infection, disfigurement, injury or even death, that no representation, warranty or guarantee has been made as to the result of any such procedures, and that I assume all risks with respect thereto. I also acknowledge and agree that no warranty, representation or guarantee has been made as to the qualifications or credentials of the medical professionals who may perform such procedures. I acknowledge and agree that should I undergo any medical treatment or procedures by any medical professional, whether or not provided by Producer, Producer shall not be responsible for any costs in connection with or arising from such treatment or procedures.

**FORCE MAJEURE**

74. Without limiting Producer's rights at law or at equity, if I am in breach or default of this Agreement, if I fail or refuse to render services hereunder or become incapacitated, or if the production of the Program and/or Producer's principal business operations are materially frustrated, hampered, suspended, interrupted or prevented due to a Force Majeure Event (as defined below), Producer shall have the right (but not the obligation) to suspend and extend this Agreement while such event continues and/or to terminate this Agreement, at its sole election. Producer's election to suspend and/or extend this Agreement shall not affect Producer's right thereafter to terminate this Agreement. If Producer suspends this Agreement, my services and the accrual of compensation hereunder shall likewise be suspended. If Producer elects to terminate this Agreement, the compensation, if any, theretofore accrued to me hereunder, when paid, shall be deemed payment in full of all compensation payable to me, and thereafter Producer and I shall be released and discharged from any and all further obligations that we may have to the other hereunder excepting any terms and conditions which survive the termination of this Agreement. "Force Majeure Event" shall mean any event which interrupts, suspends, postpones, or materially interferes with Producer's development, production or scheduled release of the Program and/or interferes with Producer's general business operations, or ability to perform its obligations hereunder ("**Force Majeure Event**"), including, without limitation, the following: labor controversy, strike or lockout; delay of common carrier or of transportation, power or other commodity; governmental action; fire, earthquake or other action of the elements; any acts of God, war, or terrorism; civil disturbance; accident, illness or incapacity of a principal member of the cast, a producer or other key personnel; epidemic or pandemic; failure of technical facilities or substantial impairment (including, without limitation, substantial increase in the cost thereof) in obtaining facilities, materials, and/or personnel which makes production

in accordance with customary or established schedules and practices impracticable); or any other event beyond Producer's control.

**MISCELLANEOUS**

75. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. This Agreement is personal to me and is not assignable by me and any purported assignment by me shall be null and void ab initio. Producer and/or Network may freely assign this Agreement and all rights of Producer and/or Network under this Agreement, and delegate any of Producer and/or Network's obligations to me with respect to my participation in the Program, and any assignee or delegate may further assign or delegate its obligations. Upon any such assignment or delegation, Producer and/or Network shall have no further obligation to me under this Agreement or in connection with the obligation that is delegated.

76. I shall not at any time use any of Producer's or the Network's names, logos, trade names or trademarks (including, but not limited to, the title of the Program), or those of any of Producer's or the Network's related companies.

77. I acknowledge that: (a) Producer will collect, use, and store personal data provided by me (including but not limited to my name, address, email address, government ID, banking and insurance information and sensitive personal data such as race or ethnic origin, health conditions [in the event Producer requires medical records or an exam in connection with the production], criminal convictions and history [in the event Producer requires a background check in accordance with its policies], and trade union information) for purposes connected with this Agreement, as well as Producer's legal and regulatory obligations in the normal course of a production (for example, as part of completing customary tax, immigration and insurance documents, and other customary start paperwork); (b) this may involve transfer or disclosure to third parties such as IT service providers; (c) transfer may be to countries that may not provide the same level of protection to personal data as that provided by my home country, but in such instances Producer shall use reasonable efforts to have in place adequate measures to ensure the security of the personal data. More detailed information about Producer's processing of personal data and my rights is available upon request from Producer.

78. I will cooperate with Producer and will take steps which Producer reasonably requests to evidence or protect Producer's rights hereunder.

79. I acknowledge that no other party, nor any agent or attorney of any other party, has made any promise, representation or warranty whatever, express or implied, oral or written, not contained herein concerning the subject matter hereof, to induce me to execute this Agreement, and I acknowledge that I have not executed this Agreement in reliance on any such promise, representation, or warranty not contained herein.

80. I agree to execute such further documents and instruments (including, without limitation, additional releases, consents, agreements and authorizations) and do any acts or deeds as Producer may reasonably request in order to effectuate this Agreement or otherwise required to evidence or protect Producer's rights hereunder or otherwise required in connection with my participation in the Program. If I fail or am unable promptly to execute any such documents or instruments, I hereby irrevocably appoint Producer as my attorney-in-fact to execute and file any such documents or instruments or do any such acts or deeds, provided that said documents, instruments, acts, and deeds shall not be inconsistent with the terms and conditions of this Agreement. I agree that Producer's rights under this section constitute a power coupled with an interest and are irrevocable. I agree that my failure to execute such additional documents is grounds for my elimination from the Program and forfeiture and/or disbursement of any consideration.

81. I understand and agree that Network is an express, intended third party beneficiary to this Agreement, and I acknowledge and agree that my performance of any obligations under this Agreement is intended to benefit Network, which may directly enforce any of the rights I have granted herein.

82. The grant of rights, representations, warranties, covenants, assumptions of risk, waivers, releases, indemnities and confidentiality obligations contained herein shall survive the termination of this Agreement by Producer and/or my withdrawal, removal or elimination from the Program.

83. Any waiver of any term of this Agreement in a particular instance shall not be a waiver of such term for the future. I agree that the invalidity or unenforceability of any part of this Agreement shall in no way affect the validity or enforceability of any other part thereof. All remedies, rights, undertakings, obligations, and agreements contained in the Agreement shall be in addition to and shall not limit any other remedy, right, undertaking, obligation, or agreement of either party.

84. This Agreement, the exhibits and attachments hereto, my casting application and any related document(s), constitute the entire agreement and understanding between the parties concerning the subject matter hereof, and supersede and replace all prior negotiations, proposed agreements and agreements, written and oral, relating thereto, and cannot be changed or terminated except by a written instrument signed by the parties hereto. In the event of any inconsistency between my casting application or any other agreements or documents executed by me at the request of Producer, on the one hand, and this Agreement, on the other hand, the terms, conditions and obligations set forth in this Agreement shall govern the rights and obligations of the parties, the Releasing Parties and the Released Parties.

**85. THIS AGREEMENT SHALL BE CONTROLLED BY THE LAWS OF THE STATE OF CALIFORNIA, AND ALL CONTROVERSIES AND QUESTIONS WITH RESPECT TO THIS AGREEMENT AND/OR TO MY APPEARANCE ON OR PARTICIPATION IN THE PROGRAM SHALL BE DETERMINED BY THE INTERNAL, SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA.**

**86. I HAVE BEEN GIVEN AMPLE OPPORTUNITY TO READ, AND I HAVE CAREFULLY READ, THIS ENTIRE AGREEMENT. I REPRESENT AND WARRANT THAT I HAVE THE FULL RIGHT, POWER AND AUTHORITY TO ENTER INTO AND GRANT THE RIGHTS GRANTED IN THIS AGREEMENT, AND THERE ARE NO IMPEDIMENTS TO ME PERFORMING ALL OF MY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT. I CERTIFY THAT I HAVE MADE SUCH AN INVESTIGATION OF THE FACTS PERTINENT TO THIS AGREEMENT AND OF ALL THE MATTERS PERTAINING THERETO AS I HAVE DEEMED NECESSARY, THAT I FULLY UNDERSTAND THE CONTENTS OF THIS AGREEMENT, THAT I AM OF SOUND MIND, AND THAT I INTEND TO BE LEGALLY BOUND BY EACH AND EVERY TERM OF THIS AGREEMENT. I REPRESENT AND WARRANT THAT I HAVE BEEN AFFORDED THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH MY OWN LEGAL COUNSEL PRIOR TO SIGNING CONCERNING THE INTERPRETATION AND LEGAL EFFECTS OF THIS AGREEMENT, AND I HAVE OBTAINED SUCH COUNSEL OR I HAVE FREELY CHOSEN NOT TO DO SO. I AM AWARE THAT THIS AGREEMENT IS, AMONG OTHER THINGS, A RELEASE OF LIABILITY FOR FUTURE INJURIES AND A CONTRACT BETWEEN MYSELF AND PRODUCER AND/OR ITS AFFILIATED ORGANIZATIONS, AND THAT I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL. I DECLARE UNDER PENALTY OF PERJURY THAT ALL STATEMENTS MADE BY ME IN THIS AGREEMENT ARE TRUE. THE NAME GIVEN BELOW IS MY LEGAL NAME. ANY OTHER NAME(S) OR ALIAS(ES) USED BY ME WITHIN THE PAST FIVE YEARS ARE ALSO NOTED BELOW. THE SOCIAL SECURITY NUMBER FURNISHED IS MY TRUE SOCIAL SECURITY NUMBER. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.**

AGREED AND ACCEPTED:

Dated: 12/8/2021 \_\_\_\_\_

Renee Poche  
Name (Please Print) \_\_\_\_\_

DocuSigned by:  
*Renee Poche* \_\_\_\_\_  
0AE2AF5CF4334A0...

Alias: \_\_\_\_\_

\_\_\_\_\_  
Address (Street)

Alias: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip)

Daytime Phone: \_\_\_\_\_  
Evening Phone: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
State/Driver's License Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Note: PLEASE KEEP US ADVISED IN WRITING OF ANY CHANGES TO YOUR CONTACT INFORMATION.

**EXHIBIT "A"**

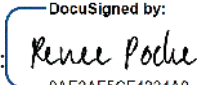
**EMERGENCY MEDICAL RELEASE**

**IN CASE OF EMERGENCY**, I, by signing below, authorize Delirium TV, LLC ("**Producer**"), any of its parents, subsidiary or related entities or affiliates, or its designee, and any of their agents, employees, representatives, and contractors to arrange for or provide such medical assistance to me as they determine to be necessary or advisable.

I also authorize any licensed physician and/or medical facility ("**Provider**") to provide any medical/surgical care and/or hospitalization ("**Treatment**") to me, including anesthetics, which they determine necessary or advisable, pending receipt of a specific consent from me. If my physical or mental condition renders me incapable (as determined by Provider) of providing a specific consent at the time that Provider determines such Treatment to be necessary and/or advisable in such Provider's sole discretion, I authorize such Provider to administer such Treatment without the need for further consent. Further, I authorize any reasonably necessary care by the paramedics.

Without limitation of any of the terms of the Participant Release and Agreement, I hereby voluntarily and knowingly release, discharge, relinquish and hold harmless the "**Released Parties**" (as that term is defined in the Participant Release and Agreement between myself and Producer [the "**Agreement**"]) and any provider of any medical care, assistance, treatment and/or services from and against any and all claims, actions and/or lawsuits of any kind in connection with any actions taken or any medical care assistance, treatment or services provided to me at any time whether such treatment or services are provided by health care professionals, paramedics, or any other person pursuant to this authorization and/or and further acknowledge and agree that the assumptions of risk, waivers, releases and indemnities contained in the Agreement expressly apply to any and all treatment I may receive.

DATE: 12/8/2021

SIGNED:  \_\_\_\_\_  
Print Name: Renee Poche

Emergency Contact Name: ██████████

Relationship: ██████████

Contact's Address: ██████████

City ██████████ State ██████████ Zip Code ██████████

Phone: Daytime: (██████████) \_\_\_\_\_ Evening: (██████████) \_\_\_\_\_  
Area Code Area Code

Email: ██████████