

OPERATION OSMIN

CASTING OPEN CALL

APPLICATION FORM ("Application")

NAME: _____ BIRTHDATE: _____ / _____ /19____
NICKNAME: _____
ADDRESS: _____ CELL: _____
City, State: _____ 2nd PHONE: _____
E-MAIL: _____ HOME: _____
HEIGHT: _____ WEIGHT: _____

HOW DID YOU HEAR ABOUT THIS OPEN CALL?

☐ **Radio Ad** (which station) _____
☐ **Radio Interview** (which station) _____
☐ **Website** _____
☐ **Television** ☐ **Flier** ☐ **Friend** ☐ **Walking By** ☐ **Other** (please describe) _____

WHAT IS YOUR CURRENT JOB? _____

HOW MUCH WEIGHT WOULD YOU LIKE TO LOSE?? _____

WHAT LEVEL OF EDUCATION HAVE YOU COMPLETED? _____

RELATIONSHIP STATUS (circle one): MARRIED ENGAGED Long Term Relationship SINGLE DIVORCED

ARE YOU A PARENT? YES NO HOW MANY CHILDREN? _____

HOW LONG HAVE YOU BEEN IN YOUR CURRENT RELATIONSHIP? _____

HOW WOULD YOUR LIFE CHANGE IF YOU LOST 30 POUNDS _____

WHAT IS THE ONE THING YOU WOULD CHANGE ABOUT YOURSELF IF YOU COULD

WHAT IS THE MOST INTERESTING THING ABOUT YOU THAT STRANGERS CAN'T TELL JUST BY LOOKING AT YOU? _____

WHAT MILESTONE IN YOUR LIFE ARE YOU MOST PROUD OF? WHY? _____

HAVE YOU EVER BEEN HAPPY WITH YOUR WEIGHT? _____

WHAT IS YOUR WEAKNESS WHEN IT COMES TO FOOD? WHAT FOOD ITEM IS HARDEST TO RESIST? _____

WHAT TV CHARACTER /FAMILY DO YOU IDENTIFY WITH THE MOST? WHY? _____

HOW ARE YOU COMPETITIVE IN YOUR EVERYDAY LIFE? _____

CASTING DEPARTMENT ONLY

SHOW TYPES: Game Dating Family Competition Character

L: 1 2 3 4 5

P: 1 2 3 4 5

NOTES: _____

Please read, sign and date the following acknowledgement:

WHAT IS YOUR BIGGEST PHOBIA OR FEAR? _____

Eligibility Requirements

Please note that the following eligibility requirements must be met in order to proceed with the application process for OPERATION OSMIN (the “Program”).

- a) If the producers (the “Producers”) of the Program select you as one of the participants that they would like to interview as part of the casting process, you must be willing to travel at your own expense to be interviewed by the Producers at one of several locations throughout the country. If we choose to do these interviews (which we may or may not), the dates and times of the interviews are still to be determined but may be revised by Producers in their sole discretion with or without prior notice. All travel and lodging expenses for these semi-finalist interviews will be at the applicants’ sole expense, and the applicants will not be compensated for time off from work or otherwise.
- b) Applicant interviews may consist of one or more meetings with one or more members of the production staff, and may be videotaped at the Producers' discretion.
- c) Participants must be at least 18 years of age.
- d) Participants must be United States citizens and live in the United States.
- e) All applicants must be in good physical and mental health and must be aware that, and sign releases attesting that, the activities in the Program may involve risks and hazards, and that participating in the Program may expose applicant and other participants to, among other things, the risk of death, serious injury, illness and property damage caused by the risks associated with their participation in the Program, including, without limitation, the following: latent or apparent defects or conditions in any equipment used in the Program; the use or operation by applicant or others of said equipment; acts of other people including, without limitation, acts of the Producers or other participants; accommodations; weather or other natural conditions; the nature of travel including, without limitation, latent defects and human error; applicant’s physical condition; applicant’s own acts or omissions; sleep deprivation; first-aid, medical or emergency treatment or other services rendered to applicant or others; exposure to illness; consumption of food or drink; acts of God (e.g. earthquakes and floods); laws or local ordinances; war or riots; terrorism; strikes; and/or no reason at all. Applicants must understand and acknowledge that the above list of reasons is not complete or exhaustive. Applicants must accept and assume all risks of injury, death, illness or disease, or other damage to themselves, to others, or to their property, which arise in any way from their participation in this Program.
- f) Each applicant must complete, sign and timely return the Program Application before being eligible to participate in the interview process. In addition, all applicants must complete, sign, and timely return an Interview Agreement and additional documents. The additional required documents may include, but will not necessarily be limited to, a Medical Report by Patient and Physician (“Medical Report”), Emergency Medical Release, Authorization for Release of Medical Records and Information, Disclosure and Authorization for Background Reports, Authorization for Release of Records and Information, Immediate Family Member Releases and a Confidentiality Agreement (all of which will be furnished to the applicants). As part of the Release and Waiver Agreement, each applicant must agree (and each applicant’s immediate family members, if any, must agree) to, among other things, assume the risk of any and all injury, illness, death, damage, loss, or harm to the applicant or applicant’s property, howsoever caused, resulting from or arising out of the selection of participants, applicant’s participation in the Program as a participant or otherwise, and/or the production and/or exploitation of the Program. By agreeing to the terms of the Confidentiality Agreement, each applicant will be required to, among other things, treat all information and material received or acquired in connection with applicant’s participation in the participant selection process and Program (if selected as a participant), including, without limitation, the progress, results and outcome of the Program, as strictly confidential and shall be strictly required to not disclose any such information to any third party. Without limiting Producer’s right to obtain other relief from the applicant, any breach of the Confidentiality Agreement will subject the applicant to substantial liquidated damages in accordance with the terms of the Confidentiality

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Agreement. In connection with the Disclosure Authorization and Authorization for Release of Records and Information, all applicants must authorize the Producers to conduct such full and complete background checks of the applicant as the Producers, in their sole discretion, deem necessary or appropriate. The applicants will be required to cooperate fully with the Producers in connection with such background investigations.

- g) Applicants must disclose to the Producers if they have ever been charged with a felony or misdemeanor, other than minor traffic or parking violations, and whether they have ever had a restraining order entered against them. The Producers reserve the right in their discretion to disqualify any applicant based on such disclosures or any other information obtained by Producers.
- h) Upon the Producers' request, all applicants and/or participants agree to sign and abide by the terms of any additional releases or authorizations that the Producers, in their sole discretion, deem necessary.
- i) All applicants must abide by all applicable U.S. laws during the application process and, if selected as a participant, any applicable U.S. State or Local laws during the period in which the Program is being taped.
- j) The Producers reserve the right to make any additions to and/or deletions from the application process above or otherwise make any and all changes to the eligibility requirements with or without notice on either a case-by-case basis or across the entire applicant pool, including, but not limited to, changes to the locations, dates and/or times of the interviews or any other requirement. The Producers also reserve the right to contact applicants to ask additional questions and/or conduct phone interviews to gather additional information about applicants. Such phone interviews are not required and are at the Producers' sole discretion to assist in gathering information for participant selection. Without limiting the foregoing, the Producers reserve the right not to produce the Program, and Network, as defined below, has no obligation to broadcast or otherwise distribute or exploit the Program.
- k) The Producers are not responsible for lost, stolen, or incorrectly mailed applications. Due to the high volume of applications the Producers are anticipating, the Producers will not be able to answer any questions about the receipt or status of any application, videotape or DVD. All applications become the sole property of the Producers.
- l) By submitting an application, each applicant agrees to release, discharge and hold harmless the Producers and Network from all claims and damages arising out of his/her participation in the application process or the Program itself, and to have his or her name, voice and likeness used at the Producers' discretion as part of the Program, or as part of promotions for the Program, in any and all media now known or hereafter devised as further set forth in the Release and Waiver at the end of the Application.

I hereby acknowledge that: (i) I have read and agree to be bound by the eligibility requirements; (ii) I have answered the previous questions honestly and accurately; (iii) if any of the above information is found to be false or incomplete this will be grounds for dismissal from "OPERATION OSMIN" participant selection process, and/or from participating if selected; (iv) even if I meet the eligibility requirements, Producers have no obligation to interview me, and/or select me as a participant; (v) even if I am selected as a participant, Producers have no obligation to produce the Program and the Network (as defined below) has no obligation to broadcast it, even if conducted; (vi) in the event the show is cancelled, or if the episode of the Program in which I appear is not broadcast, then Producers and the Network have no obligation to award any prizes or other consideration; (vii) all decisions by Producers concerning selection of the participants are final and not subject to challenge or appeal; and (viii) Producers have no obligation to return any materials submitted by me as part of the application whether or not I am selected as a participant.

Signature

Date

Please sign and date the following RELEASE ("Release") AND TRANSFER OF RIGHTS:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as a condition

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for Producer to consider my Application. I hereby consent to the recording, use and reuse by HOT SNAKES MEDIA Inc. ("Producer"), its respective licensees (including, without limitation, any television network and television station which exhibits the Program, or which has the right to exhibit the Program (including, without limitation, NUVOTV.) (the "Network"), assignees, parents, subsidiaries, or affiliated entities and each of the respective employees, agents, officers and directors of the foregoing entities (collectively "Releasees") of my voice, actions, likeness, name, appearance, biographical material, and any information contained in my Application and/or in any materials submitted by me in connection with my Application (collectively "Likeness") in any and all media now known or hereafter devised, worldwide in perpetuity, in any manner including, without limitation, in or in connection with the reality-based television series currently entitled "OPERATION OSMIN" (the "Program"). I agree the Releasees may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. I further agree that Releasees exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any video and/or other materials that I have provided in connection with my Application and any materials that I have provided or may provide in connection with the Program (the "Materials") including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. I represent and warrant that the Materials (specifically including, without limitation, any videotaped material) will be free from any pornographic or graphically violent material, will contain no nudity, and will not contain any content that is contrary to law or which places any of the participants appearing on or off camera at serious risk or harm. I further agree that Releasees may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for the Program, Network, and/or any sponsor thereof. I grant the rights, releases and indemnities hereunder whether or not I am selected to participate in the Program. I irrevocably, unconditionally and forever release and discharge, Releasees from any and all claims, expenses (including reasonable outside attorneys' fees) or liabilities (collectively, "Claims") arising out of the recording or use of my Likeness and/or the Materials and/or otherwise arising out of my Application, Producer's consideration of me as a possible participant, and/or participation (or non-participation) in the Program and/or the casting process (including, without limitation, any Claim arising out of Producer's failure or refusal to select me as a participant), Producer's use of any of the rights granted herein, or my breach of this agreement or acts, statements or omissions in connection herewith. I agree not to make any Claim against Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim for invasion of privacy and/or right of publicity, infliction of emotional distress, personal injury, defamation or infringement of intellectual property rights, or for signing this Release). I hereby agree to defend, indemnify and hold Releasees harmless from and against any and all Claims arising out of or in connection with the recording or use of my Likeness and/or the Materials and/or otherwise arising out of my Application, Producer's consideration of me as a possible participant, and/or participation (or non-participation) in the Program and/or the casting process (including, without limitation, any Claim arising out of Producer's failure or refusal to select me as a participant), Producer's use of any other rights granted herein, or my breach of this agreement or acts, statements or omissions in connection herewith. I understand that I will not be paid any money for giving Releasees these rights, or for signing this Release.

I have signed this release on the _____ day of _____, 20_____.

Signature_____ Name (Please print or type)_____