

CASTING RELEASE (this "Agreement")

I understand that I am being considered by Forest Productions Inc. ("**Producer**") to be a potential participant on a television program currently known as *First Dates Hotel* (the "**Program**"), which is currently intended for initial exhibition by **Exhibitor**. "**Exhibitor**" shall be defined as the television network, platform, or program service that initially telecasts, distributes, or otherwise exhibits the Program.

First Dates Hotel is a documentary series that helps participants in the Program find a partner by setting them up on a blind date with another specially selected participant, while both stay at the First Dates Hotel. Each episode will feature in-depth interviews with some of the daters to help the viewers get to know them, while cameras situated in key areas around the hotel follow each dater during their stay. The Program will capture the highs and lows of dating including first impressions, all the awkward, heart-warming and funny moments and the discussion about whether they want to see each other again. After their first date, some lucky participants will go on to have a second date with the same person later in their stay, while others may be re-matched with someone new. The foregoing is hereafter referred to as the "**Program Description**".

For good and valuable consideration, including but not limited to the value of your potential participation in the Program, the receipt and legal sufficiency of which are hereby acknowledged:

1. I represent and warrant that I meet all of the following "**Eligibility Requirements**":
 - a. I will be age 21 or over on June 24, 2021;
 - b. I am a legal resident of the United States;
 - c. I have a valid passport;
 - d. I have not have been, nor has any member of my immediate family or household (whether or not related) been, within the past year, an employee, director, officer, agent, or representative of: (a) Producer, its licensees, assigns, parents, or affiliated or subsidiary companies, or any person or entity involved in the development, production, distribution or other exploitation of the Program or any variation thereof; (b) any television network, platform, or program service authorized to distribute the Program to the public, any television station owned or operated by the Exhibitor, and each of their respective parents, subsidiaries, affiliates or related entities; (c) any known major sponsor of the Program or its advertising agency; or (d) any person or entity supplying services to the Program.
 - e. I am not a candidate for public office, and if selected for the Program, I agree that I will not to become a candidate for public office until one (1) year after the initial release of the final episode of the Program in which you appear;
2. I understand that Producer reserves the right to modify the Eligibility Requirements at any time in their sole discretion. Producer may determine, in its absolute discretion, whether or not to select me to participate in the Program, and Producer has the right to eliminate me from further consideration as a participant at any time and for any reason. All decisions by Producer concerning the selection of participants are at Producer's sole discretion and not subject to challenge or appeal. If I am selected by Producer to advance in the selection process, I agree to execute and deliver to Producer its long-form Participant Agreement and such other documents as Producer deems necessary or advisable.
3. I hereby grant Producer the right to take motion and still pictures of me, and to record my voice, statements and any sounds I may make in connection with my application to participate in the Program (my "**Application**") (including, without limitation, by telephone, or internet technologies (including but not limited to Skype) as well as my potential appearance in and in connection with the Program (the "**Recordings**"). Any and all such Recordings shall be deemed "works made for hire" specially ordered as part of a motion picture or other audio-visual work, and I hereby waive the exercise of any "moral rights," "droit moral," and any analogous rights, however denominated, in any jurisdiction of the world, which I may have.
4. In addition, I am providing, and hereby authorize Producer to obtain biographical information and materials about myself which shall include, without limitation, any and all application materials (including but not limited to any questionnaires I may complete), photos, videos, documents, drawings, correspondence, voice messages and other materials and information that I may create or otherwise provide to Producer at any time ("**Materials**").
5. Producer shall have the right to use the Recordings and Materials in and in connection with my Application, as well as in and in connection with the development, production, distribution and/or exploitation of the Program and/or any other

production, and in the advertisements, publicity and promotions therefore (“**Advertisements**”), and for any entity that may sponsor, advertise in and/or exhibit in any manner the Recordings and Materials, the Program or any such other production, and in the exploitation of all allied, ancillary and subsidiary rights (including, without limitation in publishing and merchandising) related thereto (“**Ancillary Rights**”), throughout the universe at any time, in perpetuity, in any and all media now known and hereafter devised, without any additional compensation to me whatsoever. I acknowledge and agree that Producer has no obligation to use any of the rights granted by me herein.

6. Without limiting the foregoing, if the Recordings or Materials contain any musical performance and/or composition I hereby grant Producer a license to arrange, synchronize and use any such musical performance and/or composition (or part) in and in connection with the Program, the Advertisements and any Ancillary Rights related thereto

7. Except as limited by law, for the purposes of evaluating my Application and my potential participation in the Program, I authorize Producer and the Exhibitor to secure information from family members, educational institutions, government agencies, my current and former employers and colleagues, if any, and any references I provide or that are developed by or for Producer or the Exhibitor, and I authorize such parties to provide information concerning myself.

8. In connection with my Application, and otherwise in the performance of this Agreement, I understand and agree that Producer will collect, obtain, handle, record, use, process, store, view, amend, delete, destroy, share, send and/or manage (together “**Process**”) my personal data (including my name, contact details, date of birth, gender, details of my physical characteristics, bank account details, passport and ID information, images and audio and video recordings). I further understand and agree that:

a. I may choose to disclose certain sensitive personal data about myself (e.g. race, ethnicity, sexual orientation, medical details). Producer may also obtain my data from publicly available sources, such as social media and online news stories. The data Producer my Process will be used because it is necessary to manage and perform this Agreement or because of Producer’s need to comply with applicable law. Producer will make clear in forms or in interviews what information is mandatory. All other information Producer request is optional.

b. Given the nature of the Program, I may choose (or in some circumstances be asked) to disclose certain special category personal data about myself (e.g. race, ethnicity, sexual orientation, sexual history, medical details or details of criminal convictions) all of which may be of direct relevance to the nature of the Program, and could therefore be included in the final Program. Producer will only Process the special category personal data you share on the following grounds: (i) with my consent, unless another lawful basis applies, during the application stage (e.g. application forms and phone interviews, etc.); (ii) on the basis that I have chosen to make the personal data manifestly public, from the date of signing this Agreement up until after broadcast of the Program (e.g. filming test interviews, filming my contribution or broadcast of the Program); (iii) for the purposes of freedom of expression and information, journalism and artistic expression where relevant for the Program; or (iv) as necessary to ensure my fitness to appear on the Program, or to comply with any safeguarding requirements.

c. For the avoidance of doubt, unless specifically stated to the contrary, any personal data I may reveal during development, production and/or filming of the Program may be broadcast in the final Program and used in any Advertisements.

d. Producer will Process my personal data (including special category personal data) for the purposes of developing and producing the Program (including casting, filming, communications, logistics, risk assessments, scheduling, arranging payments and production continuity); providing medical assistance (if necessary); assessing my fitness and suitability for the Program; maintaining and improving security during the production; complying with various laws, policies, processes and procedures to which Producer is subject; and more generally, to exploit, publicize and market the Program and ancillary rights throughout the world.

e. Producer will share my personal data (including special category personal data) with relevant broadcasters, distributors and investors and may share it with entities in the Warner Media group of companies and external service providers of Producer (such as IT system suppliers, co-producers, and insurance, travel and medical service providers). Producer also share data with relevant medical or other expert staff as needed to facilitate the Program or to ensure the welfare of our contributors and staff. Any companies, organizations and/or individuals, with whom Producer can share my data, will be required to comply with the Data Protection Laws and/or other applicable laws. Where Producer share my

data with service providers, Producer will put in place appropriate technical and organizational procedures designed to safeguard such data.

f. In some circumstances my personal data will be stored or processed in countries outside the country where I am located. Whenever Producer transfer my personal data outside of a country or region, such as to the European Economic Area, Producer will make sure that Producer take steps necessary to comply with applicable legal requirements. This can include using appropriate contractual mechanisms or by relying upon the service providers' participating in an approved international data transfer mechanism. I understand that further information about the documents Producer use to protect my personal data when it is transferred outside of my country or region, is available at: privacy.wb.com.

g. Unless archived for historical research purposes, Producer will keep my personal data for as long as necessary to exercise Producer's rights under this Agreement, or otherwise in accordance with Producer's Records Retention Schedule which is available on request by visiting: privacy.wb.com.

h. For any personal data Producer may Process in connection with my participation (e.g. personal data of other Contributors or crew members) Producer will comply with data protection legislation.

i. I understand I have a right to access, correct and update my personal data and special category personal data and, in certain circumstances, request that it be erased, restricted and/or ported to another controller by visiting privacy.wb.com. I may be able to withdraw my consent where Producer rely upon this to process my data, provided that such rights may be limited under national law. For example, if I change my mind about participating, Producer will not be able to delete or restrict recordings that have already been made. These recordings are necessary for the Agreement for filming which is in place between us. To safeguard Producer's Confidential Information and its intellectual property rights, access to personal data contained in footage may only be made available at Producer's premises. I also have a right to lodge a complaint with a supervisory authority where I live, work or where I believe a data breach has taken place.

9. I represent and warrant that: (a) I have the right to enter into this Agreement and to grant the rights and permissions granted, and that the exercise of such rights granted by me will not entitle any third-party to claim payment from Producer; (b) all of the information provided to Producer by myself in the application is true, complete and accurate; (c) I am not currently a candidate for public office, and if I am selected to participate in the Program, I agree not to become a candidate for public office until one (1) year after the broadcast of the final episode of the Program in which I appear; (d) my Application, the use of the Recordings and/or Materials and my participation in the Program will not violate or infringe upon any rights of any third party and will not cause me to be in breach of any agreements; and (e) I have not given, or agreed to give, anything of value so I might appear in the Program, and I understand that doing so may be a Federal crime.

10. I will not disclose to any third party in any manner or medium (including but not limited to social media) at any time, directly or indirectly, any information or materials of any kind, concerning or relating to Producer, Exhibitor, their respective creative and business affairs, the application process, the Program, its participants and location(s), and/or any event contained in the Program (collectively, "**Confidential Information**"). Without limiting the foregoing, I agree that I will not (a) take, distribute and/or publish any photographs and/or recordings of Producer's activity in connection with the application process, interviews, the Program; (b) utilize any trademarks, logos, graphics, photos videos and texts owned or controlled by Producer or Exhibitor or their affiliated or related entities or their licensees or assigns, (c) make any statement or disclose any information, recordings, materials and/or photographs regarding the Program, the application process or this Agreement; nor (d) make any statements or commit any acts which may prejudice or damage Producer or Exhibitor's reputation or the successful exploitation of the Program and/or the rights granted under this Agreement.

11. **RELEASE, AGREEMENT NOT TO SUE AND INDEMNITY.** To the maximum extent permitted by law, I, on behalf of myself and my heirs, executors, agents, successors or assigns, hereby release, hold harmless, and forever discharge Producer, Exhibitor, any station or network that exhibits the Program, and each of their respective parent, subsidiary, related and affiliated companies, and each of their respective officers, directors, agents, representatives and employees (collectively, the "**Released Parties**"), from any and all claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action whatsoever that in any way are caused by, arise out of or result from this Agreement, my participation in and in connection with the application process, including but not limited to any travel that may be requested in connection with the application process, the creation or exploitation of the Recordings and Materials, the Program, the Advertisements or the Ancillary Materials and/or use of any of the rights I have granted herein, on any legal theory whatsoever, including without limitation, any

claim that the use of the Recordings and Material or my participation in the Program is disparaging, defamatory, embarrassing or of an otherwise unfavorable in nature, and further including, without limitation, any such damages, personal injuries or wrongful death related in any way to COVID-19 (collectively, the "Released Claims"). To the maximum extent permitted by law, I agree that I will never sue the Released Parties because I do not like the manner in which the Released Parties took or used the Recordings and Materials or for any cause of action based on any of the Released Claims. I further agree to defend, indemnify and hold harmless each of the Released Parties from and against any and all claims, liabilities or expenses (including reasonable attorneys' fees) by whomever asserted arising from or relating to: (a) my breach or alleged breach of any representations and warranties herein; (b) my acts, statements and/or omissions in and in connection with this application for the Program; (c) the use of any of the rights granted herein; and (d) my violation of any law, rule or regulation.

12. I acknowledge that there is a possibility that I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by me at that time may have materially affected my decision to execute this Agreement. I acknowledge and agree that I am hereby assuming any known risks along with risk of such unknown facts and such unknown and unsuspected claims. To the maximum extent permitted by law, I waive any and all rights I may have under Section 1542 of the Civil Code of California, and any similar provision in any other jurisdiction. Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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."

13. **MEDIATION & ARBITRATION.** I AGREE THAT ANY AND ALL CLAIMS, DISPUTES OR CONTROVERSIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR MY APPLICATION FOR PARTICIPATION IN THE PROGRAM THAT ARE NOT OTHERWISE BARRED OR RELEASED PURSUANT TO THE TERMS HEREIN SHALL BE RESOLVED EXCLUSIVELY AND CONFIDENTIALLY BY BINDING ARBITRATION BEFORE A SINGLE, NEUTRAL ARBITRATOR, UNDER THE AUSPICES OF JAMS USING ITS STREAMLINED ARBITRATION RULES AND PROCEDURES, THROUGH ITS LOS ANGELES, CALIFORNIA OFFICE. I AGREE THAT THE REMEDIES AVAILABLE TO ME FOR ANY BREACH OF THIS AGREEMENT BY PRODUCER OR OTHERS WILL BE LIMITED TO MONETARY DAMAGES, IF ANY, AND IN NO EVENT WILL I BE ENTITLED TO RESCIND THIS AGREEMENT OR THE RIGHTS GRANTED HEREUNDER, OR TO SEEK OR OBTAIN INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

14. **COVID-19.** Subject to applicable law, I agree to provide truthful, accurate and timely information in response to any of Producer's requested disclosures related to public health and safety matters, and to follow Producer's related policies and protocols, including processes recommended or required by governmental and/or public health authorities to protect the health and safety of Program applicants, including all such policies and processes relating to COVID-19. I understand that my failure to comply with Producer's policies and protocols, may result in the termination of my consideration for the Program. I understand that I may be asked to authorize Producer and its designees to conduct random and/or continuous testing for SARS-CoV-2 (the virus that causes COVID-19) during my consideration. I agree to cooperate fully with any production plan undertaken by Producer, including but not limited to such testing, symptom screening, temperature screening, social distancing, wearing personal protective equipment, sequestering for periods of time, self-isolating, and quarantining. I further agree that I will truthfully and accurately complete all forms provided to me by Producer in connection with the medical reports about myself, and that I will timely deliver such forms to Producer as requested.

15. This is the complete and binding agreement between Producer and myself at this time, and it supersedes all prior understandings and/or communications, both oral and written, with respect to its subject matter. This Agreement shall be governed by and construed in accordance with California law, without regard to its conflict of laws provisions. Producer may license, assign, and otherwise transfer this Agreement and all rights granted hereunder to any person or entity, in whole or in part. This Agreement is not assignable by me. The illegality, invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any of the remainder of this Agreement, which shall be enforced to the maximum extent permitted by law. This Agreement cannot be terminated, rescinded or amended, except by a written agreement signed by both Producer and me.

I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING HEREUNDER.

SIGNED: _____ **DATED:** _____
PRINT NAME: _____