

## VIDEO RELEASE AND WAIVER

By signing this Video Release and Waiver ("Release"), I have voluntarily agreed to be filmed or videotaped (including, without limitation, self-filmed, -recorded, or -videotaped) in connection with my interest in being potentially considered to participate on the *Big Brother* television program ("Program"). I hereby consent to the recording (including, without limitation, any self-recording), use and reuse by Our House Productions, Inc., including its parents, subsidiaries, affiliates, and assigns (collectively, "Producer"), CBS Broadcasting Inc. ("CBS"), Endemol USA Inc., Fly On The Wall Entertainment, and/or any of their respective licensees, assigns, parents, subsidiaries or affiliated entities and each of their respective employees, agents, officers and directors (collectively, "Releasees"), of my voice (including, without limitation, my speaking and singing voices and musical compositions created by me), actions, likeness, name, appearance and biographical material (collectively, "Likeness"), as edited, altered, or modified by Producer, CBS, or Releasees, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with: (i) my being considered for possible participation in the Program and (ii) the Program and associated promotion, marketing, advertisement, and/or other exploitation of the Program (in any form or media) thereof. I agree that Releasees may use all or any part of my Likeness and may alter or modify it regardless of whether or not I am recognizable. I specifically agree that Releasees shall have full exclusive ownership of any right, title, and interest in and to any and all recordings and video taken of me in connection with my application or the Program (the "Material"), and I shall have no rights whatsoever to the Material. I further agree that Releasees shall have the right to use, all or in part, the Material and my Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I hereby irrevocably release Producer, CBS, and Releasees from any and all liability arising out of their use of my Likeness and/or the Material, my participation in the application and participant selection process, and/or any exploitation of the Program, my Likeness, or the Materials on any legal theory whatsoever (including, without limitation, personal injury, rights of privacy and publicity, false light and defamation) (the "Released Claims"). I agree not to make any claim against or sue Producer, CBS, or Releasees as a result of the recording or use of my Likeness and/or the Material or any claim based on any of the Released Claims. I understand that neither Producers nor Releasees make any representation that such Material will or will not be used in any way. **I agree to keep strictly confidential all information about the Program that I may acquire during the application and participant selection process and/or during my participation in the Program (if applicable).**

This Release is deemed to be entered into in Los Angeles County, California, and is governed by and interpreted in accordance with the laws of the State of California applicable to agreements executed and fully carried out within California. The parties agree that any and all disputes or controversies arising under or relating to this Release (including, without limitation, the scope or applicability of this agreement to arbitrate) will be resolved by binding and confidential arbitration in Los Angeles, California.

**I expressly understand that Producer is under no obligation to select me or further interview me for participation in the Program or to select me for advancement to any level of consideration for participation in the Program. If Producer does further consider me for participation in the Program, I understand that, in order to participate in the Program, I will be required to sign all agreements and releases for the Program, including the standard application and agreement, provided by Producer in connection with such consideration.**

This Release expresses the entire understanding between myself and Producer and/or CBS relating to the subject matter of this Release and replaces and supersedes any and all former agreements, understandings or representations between myself and Producer and/or CBS. Any laws that require or suggest that the interpretation of a document or agreement, or the resolution of any ambiguities contained herein should be resolved against the drafter of the document or agreement, are hereby waived. No modification, alteration or amendment of this Release will be valid or binding unless in writing and signed by both me and Producer and CBS. No waiver by Producer and/or CBS of any term or condition of this Release will be construed as a waiver by Producer and/or CBS of any other term or condition; nor will any waiver by Producer and/or CBS of any default under this Release be construed as a waiver by Producer and/or CBS of any other default. Producer and/or CBS may freely assign, in whole or in part, any of their rights or obligations under this Release. I shall not assign my rights and obligations under this Release.

CBS's and/or Producer's use of any of my personal information provided by me about me is governed by the Paramount Privacy Policy available at: <https://privacy.paramount.com/en/policy?r=www.paramount.com>.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Please print or type): \_\_\_\_\_

Email: \_\_\_\_\_

Cell: \_\_\_\_\_