

RELEASE AND WAIVER

Please Print Your Full Name: _____

Please read, fill out, sign, and date the following:

I hereby acknowledge that: (i) I have read, and I meet and agree to be bound by, the Big Brother eligibility requirements; (ii) I have answered the previous questions honestly and accurately and will answer any questions put to me by Our House Productions, Inc. ("Producers") honestly and accurately; (iii) If any information that I provide to the producers of Big Brother is found to be false or incomplete this will be grounds for dismissal from the Big Brother participant selection process, and/or removal from the Big Brother program, if previously selected as a participant; (iv) Even if I meet the eligibility requirements, the 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 CBS has no obligation to broadcast it, even if conducted; (vi) In the event the show is cancelled, or not broadcast for any reason, Producers and CBS have no obligation to award any prize money; (vii) All decisions by Producer concerning selection of the participants are final and not subject to challenge or appeal; and (viii) Producers have no obligation to return or maintain any materials submitted as part of the application whether or not the applicant is selected as a cast member. Without limiting the foregoing in any way, to the degree that the Materials include any musical or literary compositions in which I (partially or wholly) own, or to which I purport to (partially or wholly) own, the copyright or any publishing rights, I hereby grant to the Releasees, and have the complete, unfettered right to grant to the Releasees, an irrevocable, unlimited, perpetual, worldwide, royalty and payment-free license to use and reproduce such Materials in the Program and in connection with any promotion, publicity, marketing or advertisement for the Program or any exploitation of the Program of any kind, in any and all media now known or which may exist in the future. I understand that the Releasees make no representation that such Materials will or will not be used in any way.

By submitting this application I hereby consent to the recording, use and reuse by the Producers of the reality-based television series currently entitled "Big Brother" (the "Program"), CBS Broadcasting Inc. ("Network"), Endemol USA Inc., Endemol Entertainment USA, Inc., Our House Productions, Inc., Fly On The Wall Entertainment and any of their respective licensees, assigns, parents, subsidiaries or affiliated entities and each of the respective employees, agents, officers and directors (collectively "Releasees") of my voice, actions, likeness, name, appearance and biographical material (i.e. collectively "Likeness") in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program. I agree that Releasees may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. I further agree that Releasees exclusively own the application materials (videos, photos, etc.) that I have provided in connection with the Program and any photos and video that Producers will make of me in connection with the program (the "Materials") and all rights therein and thereto including, without limitation, the right to use the Materials and my Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. I further agree that Releasees may use my likeness and the Video in connection with any promotion, publicity, marketing or advertisement for the Program. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I release Releasees from any and all liability arising out of their use of my Likeness and/or the Materials. I agree not to make any claim against Releasees as a result of the recording or use my Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity).

ENTIRE AGREEMENT

This release and waiver expresses the entire understanding between me and the Releasees and replaces any and all former and contemporaneous agreements, understandings or representations between me and the Releasees. No modification, alteration or amendment of this agreement will be valid or binding unless in writing and signed by both parties.

CHOICE OF LAW

This release and waiver shall be deemed to be entered into in Los Angeles County, California, and shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements executed and fully carried out within California. Subject to the arbitration provisions in the next immediate paragraph below, any action, proceeding or litigation concerning this release or my appearance or participation in the Program may only be brought in Los Angeles County, California, and Producers and I hereby agree that the courts of Los Angeles County, California, shall have exclusive jurisdiction over me and the subject matter of any such proceeding.

ARBITRATION OF DISPUTES

THE RELEASEES AND I AGREE THAT ANY AND ALL DISPUTES OR CONTROVERSIES ARISING UNDER THIS AGREEMENT OR ANY OF ITS TERMS, ANY EFFORT BY ANY PARTY TO ENFORCE, INTERPRET, CONSTRUE, RESCIND, TERMINATE OR ANNUL THIS AGREEMENT, OR ANY PROVISION THEREOF, SHALL BE RESOLVED BY BINDING CONFIDENTIAL ARBITRATION IN ACCORDANCE WITH THE FOLLOWING PROCEDURE: EITHER (I) PRODUCERS AND/OR NETWORK, ON THE ONE HAND, AND I, ON THE OTHER HAND, SHALL MUTUALLY SELECT A NEUTRAL ARBITRATOR OR (II) IF WE CANNOT AGREE ON SUCH ARBITRATOR, THE PRODUCERS AND/OR NETWORK, ON THE ONE HAND, AND I, ON THE OTHER HAND, SHALL EACH SELECT ONE NEUTRAL ARBITRATOR AND THOSE TWO ARBITRATORS SHALL THEN SELECT A THIRD NEUTRAL ARBITRATOR TO SOLELY PRESIDE OVER THE PROCEEDINGS. UNLESS THE PARTIES AGREE OTHERWISE, THE NEUTRAL ARBITRATOR WILL BE A FORMER OR RETIRED JUDGE OR JUSTICE OF ANY CALIFORNIA STATE OR FEDERAL COURT WITH SUBSTANTIAL EXPERIENCE IN MATTERS INVOLVING THE ENTERTAINMENT INDUSTRY. ALL ARBITRATION PROCEEDINGS SHALL BE CONDUCTED UNDER EITHER THE JAMS STREAMLINED (FOR CLAIMS UNDER \$250,000) OR THE JAMS COMPREHENSIVE (FOR CLAIMS OVER \$250,000) ARBITRATION RULES AND PROCEDURES, EXCEPT AS MODIFIED HEREIN, IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS MADE (THE "ARBITRATION RULES"), AT THE LOS ANGELES OFFICE OF JAMS, OR ITS SUCCESSOR ("JAMS"). THE RELEASEES AND I AGREE THAT THE ARBITRATOR'S RULING IN THE ARBITRATION SHALL BE FINAL AND BINDING AND NOT SUBJECT TO APPEAL OR CHALLENGE. THE RELEASEES AND I FURTHER AGREE THAT THE ARBITRATION PROCEEDINGS, TESTIMONY, DISCOVERY AND DOCUMENTS FILED IN THE COURSE OF SUCH PROCEEDINGS, INCLUDING THE FACT THAT THE ARBITRATION IS BEING CONDUCTED, WILL BE TREATED AS CONFIDENTIAL AND WILL NOT BE DISCLOSED TO ANY THIRD PARTY TO SUCH PROCEEDINGS, EXCEPT THE ARBITRATOR, THE ARBITRATOR'S STAFF, THE PARTIES' ATTORNEYS AND THEIR STAFF, AND ANY EXPERTS RETAINED BY THE PARTIES. THE RELEASEES AND I AGREE THAT, NOTWITHSTANDING THE

FOREGOING, NOTHING IN THIS PARAGRAPH OR IN ANY OF THE ARBITRATION RULES, SHALL PREVENT THE RELEASEES FROM SEEKING PROVISIONAL RELIEF OUTSIDE OF ARBITRATION, INCLUDING BUT NOT LIMITED TO EQUITABLE AND/OR INJUNCTIVE RELIEF, PENDING THE ARBITRATOR'S FINAL DECISION.

MISCELLANEOUS

Without limiting the foregoing, any provision of this release and waiver that is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this agreement invalid, illegal or unenforceable in any other jurisdiction. Any laws that require or suggest that the interpretation of a document or agreement, or the resolution of any ambiguities contained therein, should be resolved against the drafter of the document or agreement, are hereby waived. No waiver by any of the Releasees of any term or condition of this agreement will be construed as a waiver by any of the Releasees of any other term or condition; nor will any waiver by any of the Releasees of any default under this release and waiver be construed as a waiver by the Releasees of any other default. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The Releasees may freely assign, in whole or in part, any of their rights or obligations under this release and waiver. I may not assign my rights and obligations under this agreement.

I have signed this release and waiver together with my application on the _____ day of _____, 2013.

Signature _____

Print Name _____