

**The CW's Operation Fabulous (Working Title)**

**MAKEOVER**

**PARTICIPANT APPLICATION**

**Please read the preceding Eligibility Requirements before completing this application.** The Eligibility Requirements contain important instructions regarding the videotape, photographs and other items, which must accompany any submitted participant application, as well as submission guidelines for your application package. And remember, above all else, you must BE HONEST! Any answer may be verified for accuracy. Don't answer a question hoping to give us the answer we "want" to hear.

**Section I: The Basics**

1

First Name:

Middle Name:

Last Name:

2

Have you ever formally or otherwise changed your name or used an alias or another name? If so, what other names and/or aliases have you used?

3

Age (as of today):

PLEASE NOTE: Applicants must be between the ages of 19 and 32 at the time of this Application.

Date of Birth (Month/Day/Year):

4

Gender: M\_\_\_\_\_ F\_\_\_\_\_

5

Social Security Number:

Driver's License Number:

6

Are you a legal resident of the fifty (50) United States or the District of Columbia? Yes/No

7

What is your current occupation?

8

Home Street Address:

City:

State:

Zip code:

Permanent Address:

City:

State:

Zip code:

9

Phone (Daytime):

Phone (Evening):

Cellular (If any):

Pager (If any):

10

E-mail Address (If you don't have one, tell us why you don't.)

11

Name, Phone Number, and Address of Closest Friend

12

Name, Phone Number, and Address of Nearest Relative

13

Name and Phone Number of an Emergency Contact and relationship to you

14

Do you have a homepage on the Internet (including myspace, facebook and similar profiles)? If so, what is the address?

15

Marital Status (Circle one of (a) through (i) and answer each of the accompanying questions as applicable)

(a) SINGLE

(b) BOYRIEND/GIRLFRIEND

How long?

(c) MARRIED

How long?

How many times?

(d) NOT MARRIED, BUT LIVE W/SIGNIFICANT OTHER

How long?

(e) SEPARATED

How long?

(f) DIVORCED

How long?

How many times?

(g) WIDOWED

How long?

(h)

If you are married or in a relationship, how would you rate your relationship on a scale of 1-10?

Please explain.

(i)

If you are married or in a relationship, how will your partner feel about the possible makeover?

16

What is the highest level of education you've completed? (Circle one)

(a) NO SCHOOLING

(b) HIGH SCHOOL

(c) ASSOCIATE COLLEGE DEGREE

(d) BACHELOR'S COLLEGE DEGREE

(e) MASTER'S COLLEGE DEGREE

(f) PROFESSIONAL OR DOCTORAL DEGREE

17

What school(s) did you attend? (Include the city and state)

18a

Are you a professional performer within the entertainment industry? If so, what do you do?

18b

Do you have any acting, singing or performing aspirations? If so, tell us your wishes and goals.

18c

Have you ever appeared on television? If so, in what capacity did you appear and when? Did you appear on national television?

18d

Have you ever written or appeared in any magazines, newspapers, websites, etc? If so, which publications or websites and in which issue?

18e

Have you ever been represented by a manager or agent? If so, please specify what the representation covered (e.g., modeling or acting)

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19

Have you ever been arrested? If so, tell us about it (include dates, city & state)

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20

Have you ever been charged with a crime? If so, tell us about it (include dates, city & state)

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21

Have you ever been convicted of a crime? If so, tell us about it (include dates, city & state)

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22

Have you ever had a restraining order issued against you? If so, tell us about it (include dates, city & state)

.

23

Have you ever had a restraining order issued against someone else? If so, tell us about it (include dates, city & state)

.

24

Are you involved in any pending litigation? If so, tell us about it (include dates)

.

## **Section II: Your Fashion, Your Style, Your Story**

25

Why would you like to receive a makeover?

26

Who (if any) is your favorite celebrity stylist? Why?

27

If you could change anything about your physical appearance, what would it be and why?

28

What do you absolutely LOVE about yourself physically? Would you be willing to change it?

29

How often do you buy new clothes? What are your favorite stores and why?

30

Do you wear makeup on a daily basis? If yes, what do you wear?

31

How would you describe your sense of style?

32

How would your friends describe your style?

33

Name 3 things you hate most and 3 things you like most about your own personal style?

34

What do you do to keep up with the latest fashion trends?

35

Do you believe you are in need of a fashion makeover? Please be detailed.

36

If you could chose anyone in your life to support you through this process, who would it be and why? What is there relationship to you?

37

Tell us your story. Why are you more deserving of an ultimate fashion makeover than anyone else? Please be detailed.

38

What have you been through in your life that you feel has had a direct affect on your attitude and your appearance?

39

How will this makeover ultimately change your life?

40

What 5 adjectives best describe your sense of style?

41

Describe yourself as those around you see you?

42

Describe your favorite outfit. Be Detailed.

43

Looking back at your old pictures, what is the worst fashion and/or hair mistake you've ever made and what were you thinking?

44

Why do you think you deserve to be on the show?

### **Section III: Family & Lifestyle**

45

Do you have any children? If so, please list their name(s) and age(s)

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46

Do you have any brothers and/or sisters? If yes, how many, names and ages.

47

Regardless of your marital status, describe your ideal romantic partner.

48

Describe your relationship with your mother.

49

Describe your relationship with your father.

50

How do you deal with challenges and adversity?

51

Are you a student? If so, tell us about your major or course of study.

52

What are your thoughts on religion?

53

Are politics important to you? How often do you vote?

55

Have you had any particularly interesting occupations in your past?

56

What's your favorite movie?

57

What kinds of music do you like best?

58

What magazines do you read?

59

Do you belong to any affiliations or organizations (i.e. SAG, AFTRA, etc.)?

60

Do you have any body art (piercings, tattoos, etc.)? If so, please describe them.

61

What's your favorite sport to play? to watch?

62

What do you love most about your self?

63

What do you hate most about your self?

64

What's your favorite color? Why?

65

What's the most adventurous thing you've never done but always wanted to?

#### **Section IV: Medical & Psychological**

66

Have you been treated for any serious physical or mental illnesses within the last five (5) years? (Circle one)

(a) YES

(b) NO

67

If you answered "yes" in Question 66, please describe in detail, indicating dates, diagnoses and any ongoing treatments or difficulties.

68

Please list any allergies you have (medications, food, hay fever, dust, etc.) and your current treatment for them (if any)

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69

Have you ever been diagnosed with, or treated for, alcoholism or any other drug-related addiction? If so, please provide more details, including how long you've been in recovery, if that's the case.

70

Do you have a temper? How often do you lose your temper? What provokes you?

71

How do you deal with anger?

72

How do you deal with someone who intimidates you?

73

When was the last time you hit, punched, kicked, or threw something in anger? Please provide details.

#### **Section V: Your Chance to be Creative**

74

List three adjectives that best describe you.

75

What is the accomplishment you are most proud of?

76

What are you most ashamed of, either now or in your past?

77

Describe your perfect day.

78

Who is your hero and why?

79

Finish this sentence: "My life's motto is..."

80

Aside from winning the makeover, what do you hope to gain from being selected on the show?

81

Is there anything else you'd like to tell us about yourself and why you think you'd make a great participant for this show? Try to differentiate yourself and be creative!

82

Have you ever applied for and/or appeared on any other reality TV shows, dating shows, contests or game shows? If yes, which ones and please give us dates and any prizes that were awarded.

83

How did you hear about the show?

## STATEMENT AND RELEASE

PLEASE READ, SIGN AND DATE the following.

1. In consideration for being considered as a possible participant in the series currently entitled "OPERATION FABULOUS" (working title) (the "Series") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby grant Two Cities Productions ("Producers"), The CW Television Network ("CW") and Kristina Productions Inc. ("Kristina") and each of their respective employees, agents, representatives, officers, directors, designees, assigns and affiliated entities (collectively "Releasees") the following:

- (a) The absolute and irrevocable right and permission (but not the obligation) to interview me, audition me, photograph, film, tape and otherwise visually, audiovisually and/or by audio means record me and/or my voice by any method whatsoever in connection with the Series .
- (b) All rights of every kind and character whatsoever in perpetuity throughout the universe in and to (i) any and all footage, tapes and/or other recordings taped, filmed, photographed, recorded and/or otherwise produced hereunder and in any performances or actions made by me in connection with the Series, (ii) material supplied by me (whether scripted or unscripted, written, spoken, sung, or otherwise uttered or expressed by me) and information given by me which was included in my entry applications for the Series and/or was captured on any such footage, tapes, and/or recordings, and (iii) all of the results and proceeds thereof (collectively, [i], [ii] and [iii] shall be referred to as the "Material"). The Material shall be considered a "work made for hire" for Producers and Producers shall be the sole author thereof and have all rights of every kind and nature therein, including, without limitation, copyright (and all extensions and renewals thereof and therein) and the right to use all or any part of the Material in any media whatsoever whether now known or hereafter devised (including, without limitation, on the Internet), in perpetuity throughout the universe, and all ancillary and allied rights therein. If the Material is not deemed a "work made for hire" for the Producers for any reason whatsoever, then I hereby assign, grant and set over unto Producers all of my rights of every kind and nature, including, without limitation, all rights of copyright (and all extensions and renewals thereof and therein) in and to the Material in perpetuity throughout the universe.
- (c) The unconditional right to use my name, biography, photograph, personally identifiable information, address (city and state only), personality, likeness and voice (collectively, "Likeness") and/or my statements about the Series (collectively, "Statements"), in connection with the Series or the exploitation of the rights granted herein, including, without limitation, in connection with any publicity, advertising and promotional purposes related thereto, and all ancillary and allied rights therein, without further consideration.
- (d) The right to edit, dub, subtract from, add to, modify or juxtapose the Material and/or my Likeness and/or my Statements in any manner, combine them with any other material and/or incorporate them into any other material, in connection with the Series or the exploitation of the rights granted herein, including, without limitation, in connection with any publicity, advertising and promotional purposes related thereto, without further consideration.
- (e) I understand, acknowledge and agree that the Producers shall have no obligation to use any of the Materials and/or my Likeness and/or my Statements in or in connection with the Series.

(f) I grant the rights hereunder whether or not I am selected to participate as a participant in the Series in any manner whatsoever. I release Releasees from any and all liability arising out of its use of my Likeness, Statements and/or the Materials. I agree not to make any claim against Releasees as a result of the recording or use my Likeness, Statements and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and/or any claims based on defamation, libel and/or false light).

2. I hereby acknowledge and agree that: (i) I have answered the application questions honestly and accurately; (ii) If any of the information supplied by me is found to be false or incomplete this can and will be grounds for my dismissal from the selection process, and/or removal from my subsequent participation in the Series if previously selected as a participant; (iii) Producers have no obligation to interview me, and/or select me as a participant; (iv) Even if I am selected as a participant, Producers have no obligation to produce the Series and CW has no obligation to broadcast it; (v) All decisions by Producers concerning selection of participants are final and not subject to challenge or appeal; (vi) Producers have no obligation to return and have the right to keep any material submitted by me as part of the application process whether or not I am selected as a participant.

3. I hereby represent and warrant as follows: (i) I have the right to grant the rights granted hereunder; (ii) I have the right to enter into this Agreement; (iii) the consent of no other person, firm, corporation or labor organization is required to enable the Producers to use the Material, Statements and my Likeness as described herein; (iv) Producers' use of the Material, Statements and Likeness hereunder will not violate the rights of any third party; (v) Producers shall have the right to use the Material free and clear of any claims for royalties, residuals or other compensation; (vi) I am 18 years of age or older and a legal citizen of the United States or legally allowed to work in the United States.

4. Except as specifically authorized by Producers, CW and Kristina, I will not myself, disclose to any party any information or trade secrets obtained or learned by me about the Series, including, without limitation, any information concerning or relating to the Series, the participants, the events contained in the Series or the outcome of the Series, for a period from the date of this Agreement until three (3) years after the initial broadcast of the last episode of the Series (i.e., the last episode of the Series as a whole, as distinct from the set of episodes in which I may be included as a participant or selected as an alternate). Without limiting the foregoing in any way, I will not myself, and I will not authorize others to, prepare or assist in the preparation of any written work, any audio work, visual work or any audio-visual work that depicts, concerns, or relates in any way to the Series. I agree that disclosure by me in violation of the foregoing shall constitute and be treated as a material breach of this Agreement and, in addition, shall cause me to pay Producers, CW and Kristina total liquidated damages in the amount of \$1,000,000 plus reasonable attorneys' fees (collectively, the "Liquidated Damages"). I understand and agree that it would be extremely difficult and impracticable under presently known facts and anticipated facts to ascertain and fix the actual damages that Producers, CW and Kristina would incur if I breach the terms of this paragraph. Accordingly, I agree that the payment of the Liquidated Damages as set forth above accurately reflects the damages that Producers, CW and Kristina would otherwise incur. I hereby expressly waive and relinquish any right which I may have to seek to characterize the Liquidated Damages hereunder as a penalty, and further agree that such Liquidated Damages represent a fair and reasonable estimate of the Producers' and CW's actual damages if I breach the provisions of this paragraph. In addition to right to liquidated damages as set forth above, I agree that in the event of disclosure by me in violation of my obligations pursuant to this paragraph, Producers, Kristina and CW will have the right to seek, among other things, (a) injunctive relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me or anyone acting at my direction, (b) recovery or disgorgement of the monies or other consideration received in connection with such disclosure, if any, and (c) recovery of CBS' attorney's fees incurred to enforce this paragraph.

5. This Agreement 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. Any action, proceeding or litigation concerning this Agreement or my appearance or participation in the Series (including disputes or controversies between Producers and me, or any other participant or prospective participant and me) may only be brought in Los Angeles County, California, 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. I agree that any and all disputes or controversies arising under or relating to 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, and any and all disputes or controversies arising under or relating to my possible appearance or participation in the Series, shall be resolved by binding arbitration in accordance with the following procedure: either (i) the Producers and I shall mutually select an arbitrator, who shall be a retired judge of a state or federal court or (ii) if we cannot agree on such arbitrator, the Producers and I shall each select one arbitrator, who shall both be retired judges of state or federal courts and those two arbitrators shall then select a third arbitrator, who shall also be a retired judge of a state or federal court. All arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, through its Los Angeles, California office. I agree that the arbitrator's ruling, or arbitrators' ruling, as applicable, in the arbitration shall be final and binding and not subject to appeal or challenge. 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(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties; provided that such arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties each first agree in writing that such information and documents will be treated by them as confidential, consistent with this provision. The parties hereto agree that, notwithstanding the provisions of this paragraph, Producers shall have a right to injunctive or other equitable relief as provided for in California Code of Civil Procedure 1281.8 or other relevant laws.

6. Without limiting the foregoing, any provision of this Agreement 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. This Agreement along with the eligibility requirements, instructions and rules (as such instructions and rules are provided by Producers and may change from time to time at Producers' sole discretion), express the entire understanding between me and the Producers and replaces any and all former and contemporaneous agreements, understandings or representations between me and the Producers and cannot be amended except by a written instrument signed by me and the Producers. 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 modification, alteration or amendment of this Agreement will be valid or binding unless in writing and signed by both me and the Producers. No waiver by the Producers of any term or condition of this Agreement will be construed as a waiver by the Producers of any other term or condition; nor will any waiver by the Producers of any default under this Agreement be construed as a waiver by the Producers 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 Producers may freely assign, in whole or in part, any of their rights or obligations under this Agreement. I may not assign my rights and obligations under this Agreement.



7. Without limiting the foregoing, my remedies for any breach of this Agreement by Producers or others will be limited to an action for damages and in no event will I be entitled to rescind this Agreement or seek injunctive or any other equitable relief in connection with the production, distribution, exhibition, exploitation, advertising and/or promotion of the Series or the rights therein. In connection with the foregoing releases, I hereby expressly waive any and all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code or by any similar law or provision of any jurisdiction throughout the world. Section 1542 reads as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

I have signed this release on \_\_\_\_\_, 2008  
[Date]

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date of Birth