

To Apply for PRANKSTERS (working title) Applicants must do the following:

- Fully Complete and Sign the Attached Contestant Application.
- Read and Sign the Attached Release and Waiver.
- Submit a Video Containing 3 Pranks, **on VHS or DVD Format Only**. One prank must be newly created for this application, and the other 2 may be pre-existing pranks.

PRANKSTERS (working title) Contestant Application

PERSONAL INFORMATION:

First Name: _____

Last Name: _____

Nicknames (if any): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Parents' Permanent Mailing Address: _____

Parents' Phone Number: _____

Phone Number (cell): _____

(home): _____

(work): _____

Fax Number: _____

E-Mail: _____

Gender (please circle): M / F

Age: _____ Date of Birth: _____

Height _____ Weight _____

What is your occupation? Please describe in 2 words:

or mark here for "student." _____

What do you do at work, or what is your major at school? Please describe in two sentences.

In which other occupations, full or part time, if any, have you been employed (please list the last three (3))?

Marital Status / Significant Other:

Single (with no significant other) _____
Boyfriend _____ Name _____ Length of time dating _____
Girlfriend _____ Name _____ Length of time dating _____
Live with boyfriend or girlfriend? _____ Length of time living together _____
Engaged _____ Name _____ Length of time engaged _____
Married _____ Name of spouse _____ Length of time married _____
Divorced _____ How many times? _____ Widowed _____

If you have children, please list their names and ages (please list any step children too):

What is your level of education and what school(s) did/do you attend?

Are you in a fraternity or sorority? _____

If so, which one? _____

Do you hold a leadership position? _____

If so, which one? _____

Name three of your favorite hobbies.

1. _____
2. _____
3. _____

List three adjectives that best describe yourself:

1. _____
2. _____
3. _____

How would your friends describe you?

What are your pet peeves?

What are you passionate about?

Are there any groups of people or organizations that you find annoying? Think political parties, occupations, etc. If so, who and why?

What publications do you read?

What radio stations do you listen to?

What is the best prank that you have ever pulled? Please describe in detail.

Has anyone ever been deeply affected by a prank that you have played?

What is your definition of a prankster?

Do you have a regular character that you use for the pranks that you pull? If so, please describe.

Who is usually the butt of your pranks?

What's your area of expertise?

Phone pranks: _____

Character pranks: _____

Political pranks: _____

Culture jamming: _____

Other (Please describe):

Is there anything that you wouldn't do as a prank?

If you were stuck on an airplane tarmac for several hours, what three non-violent things might you do to get kicked off?

If you were on a date and it wasn't going well, what 3 things would you do to get out of the date? (Please do not list faking illness; be a bit more creative.)

Are you or have you ever been a professional performer? Yes _____ No _____

If yes, where? _____

When? _____

For how long? _____

Do you have any pre-existing contracts? If so, please explain.

Do you belong to any affiliations or organizations?

Have you been treated for any serious physical or mental illness(es) within the last three years? YES / NO

If yes, please describe in detail, citing dates, diagnosis and any on-going problems:

Are you currently taking any medications? Please give medication, what it is for, dosage and length of time on medication.

Have you ever been arrested or been the subject of any disciplinary charges of any kind?

Yes _____ No _____

If so, what were the charge(s) and/or accusations and were you convicted or disciplined, and if so, in what way?

The information contained above in the Contestant Application and the Media Information Sheet is complete and accurate to the best of my knowledge.

Signature

Date

All Applicants must read and sign the attached Release and Waiver or their applications and submissions will not be considered by Producer.

RELEASE AND WAIVER

Please Print Your Full Name: _____

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

I have submitted an application to be considered for a reality program tentatively entitled, "Pranksters" (the "Program"). I hereby acknowledge that: (i) I understand and agree to satisfy and be bound by any eligibility requirements established by Magic Molehill Productions Inc. ("Producer") for participation in the Program; (ii) I have answered and will answer all questions posed to me honestly and accurately; (iii) If any of the information that I have provided or will provide is found to be false or incomplete, or Producer learns that one of my "pranks" was not, as Producer shall have the sole right to determine, specifically created for my application process for the Program (as more fully described below), this may be grounds for dismissal from the Program selection process, and/or my being dismissed as a Program contestant, if previously selected as a contestant; (iv) Even if I meet the eligibility requirements, Producer and/or any of its licensees, assignees, or parents, or affiliated or subsidiary companies shall have no obligation to conduct any initial and/or follow-up interview with me, and/or select me as a contestant; (v) Even if I am selected as a contestant, Producer has no obligation to produce the Program nor any obligation to broadcast it, even if it is produced, (vi) In the event that Producer decides that there shall be a monetary prize in connection with the Program, if the show is cancelled, or not broadcast for any reason, Producer has no obligation to award any prize money, (vii) All decisions by Producer concerning selection of the contestants, winners, if any, in the Program, and prizes, if any, are final and not subject to challenge or appeal; and (viii) Producer shall own and shall have no obligation to return or maintain any materials submitted as part of my application whether or not I am or am not selected as a contestant.

By submitting this application, I hereby consent to the recording, use and reuse by Producer, and/or any of its respective licensees, assigns, parents, subsidiaries or affiliated entities and each of the respective employees, agents, officers and directors (collectively "Releasees") of my voice (including, without limitation, my speaking and singing voices), 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 and the promotion and exploitation (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 understand that as part of the application process, I will be required to submit to Producer at least three videos (the exact number, where more or less than three, shall be determined at Producer's sole discretion) containing three separate "pranks", one of which must be a "prank" newly created specifically for this application process for the Program. Producer shall have sole discretion to determine the definition of a "prank" and whether any video submitted by me falls under Producer's definition of a "prank", and whether the three (or other number so required by Producer) submissions submitted by me are in fact, three separate "pranks". I further agree that Releasees exclusively own any application materials (videos, photos, etc.) that I provide in connection with my application for or participation in the Program and any photos and video or recordings of any kind that Producer will make of me in connection with the Program and my application therefore (collectively, 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, including not by means of limitation, the internet and wireless devices, in perpetuity. Without limiting the foregoing in any way, I further agree that Releasees may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for the Program or any exploitation of the Program of any kind. 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 of my Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and any claims based on defamation or libel or false light). 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 Producer, and have the complete, unfettered right to grant to Producer, 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 and devices, including not by means of limitation, the internet and wireless devices, now known or which may exist in the future. I understand that Producer makes no representation that such Materials will or will not be used in any way.

I understand that Producer may require that I undergo a background investigation as part of the application process. I agree to execute all documents required by Producer with respect to the background investigation. In the event that I fail to do so, or refuse to cooperate in any manner with Producer or the company selected by Producer to conduct the background investigation, I understand that Producer may eliminate me from further consideration for participation in the Program.

I acknowledge that in connection with my application for the Program, I may become privy to confidential and/or proprietary information and material of Producer concerning the Program (collectively "Confidential Information"). Not by means of limitation to any subsequent confidentiality obligations to which I may become subject to Producer, I agree to keep in strictest confidence all Confidential Information which I learn concerning the Program regardless of whether or not I am selected to participate in the Program, or whether or not I am selected to advance to any portion of the interview and/or selection process for participation in the Program, for a period of three (3) years from the initial broadcast of the final episode of the cycle of the Program for which I am applying. In the event that I disclose any Confidential Information in violation of the terms herein, I shall be liable to Producer for any damages suffered by my disclosure of any such Confidential Information. In addition, Producer shall have the right to injunctive relief, without posting any bond, to prevent and/or cure any disclosure or threatened disclosure of Confidential Information by me, or anyone acting at my direction.

Governing Law. 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.

Dispute Resolution/Binding Arbitration. The parties hereby agree that any action, proceeding or litigation concerning this agreement or my appearance or participation in the Series may only be brought in Los Angeles County, California, and that, subject to the arbitration proceeding below, the courts of Los Angeles County, California, shall have exclusive jurisdiction over me and the subject matter of any such proceeding. The parties 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 Program, shall be resolved by binding arbitration in accordance with the following procedure: either (i) Producer 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, Producer 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 ("AAA"), through its Los Angeles, California office. The parties 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.

The parties 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. Notwithstanding the foregoing, the parties agree that nothing in this paragraph or in any of the applicable rules of the AAA, shall prevent Producer, or its assignees from seeking provisional relief outside of arbitration, including but not limited to equitable and/or injunctive relief, pending the arbitrator's final decision.

Entire Agreement. This agreement expresses the entire understanding between me and Producer and replaces any and all former and contemporaneous agreements, understandings or representations between me and Producer. 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 Producer.

Miscellaneous. 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. No waiver by the Producer of any term or condition of this agreement will be construed as a waiver by the Producer of any other term or condition; nor will any waiver by Producer of any default under this agreement be construed as a waiver by Producer 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. Producer 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.

I have signed this release on the _____ day of _____, 200

Signature: _____

Name (Please print or type): _____