



ARE YOU SMARTER THAN A FIFTH GRADER?

ONLINE APPLICATION

GAME DESCRIPTION

"Are You Smarter Than a Fifth Grader?" (the "Program") is produced by Are You Smarter Productions, Inc. ("Producer"). The Program is a television game show in which a contestant has the opportunity to win cash and or prizes by answering questions taken from grade school class materials.

APPLICATION RULES AND REQUIREMENTS:

This application is for casting of a television game show whose purpose is entertainment.

The following eligibility requirements must be met in order to proceed with the application process:

- I. You must be 18 years of age or older and a legal resident of the 50 United States and/or Washington D.C. All applicants who believe they meet this criteria, including persons with disabilities, are welcome and encouraged to apply.
- II. You must not now be a candidate for public office and must agree not to become one until one (1) year after initial broadcast of all programs in which you appear, if selected as a participant.
- III. If selected for an interview, you must timely and fully complete an interview agreement as well as a longer application that includes a Background Questionnaire Form and authorization to obtain background information from third parties, among other agreements. The Producers will provide the longer applications to potential interviewees.
- IV. You must be willing to travel at your own expense to be interviewed in Los Angeles, CA. Producer reserves the right to add additional locations at any time. All travel expenses for the interview will be the applicant's sole expense. The Producer, in its sole discretion, will determine who among the people interviewed will be placed into the pool of potential contestants for the final selection process.
- V. You must be willing to travel to Los Angeles, CA, for up to 8 days for the final selection process. Pre-approved economy air travel (roundtrip to and from Los Angeles, CA, and your home in the United States) and food & lodging to be provided and paid for by the Producer. Selection of contestants shall be made by Producer based on such criteria as the Producer shall determine in its sole discretion, which may be subjective. The

Producer is not obligated to select anyone, even if someone meets all eligibility requirements and all criteria for selection. The Producer's decisions regarding the selection of contestants is final and not subject to challenge or appeal. The Producer is not obligated to have any contestant appear on the Program and the Producer shall have the right at all times and in its sole discretion to remove or replace any contestant for any reason or no reason. Even if a contestant appears in the Program or any part thereof, the Producer is not obligated to broadcast or otherwise use or exploit the Program, contestant's participation therein or any part thereof.

- VI. Neither you nor any of your immediate family members or anyone living in your household may be or have been within the past two (2) years employees, officers, directors or agents of any of the following: (a) Are You Smarter Productions, Inc., Mark Burnett Productions, Inc., Zoo Productions, the FOX Broadcasting Company ("FOX") or any television station owned and operated by FOX; (b) any person or entity involved in the development, production, distribution or other exploitation of the "Program" or any variation thereof; (c) any sponsor of the Program or its advertising agency; or (d) any person or entity supplying services or prizes to the Program. In addition, Producer reserves the right to render ineligible any person who Producer determines, in its sole discretion, is sufficiently connected with the production, administration, judging, or distribution of the Program such that his or her participation in the Program could create the appearance of impropriety.
- VII. Any person who has ever been a contestant on the Program is not eligible to participate again, provided, however, Producer reserves the right to invite back any contestant(s) for special or additional episodes of the Program.
- VIII. Contestants will need to be available for at least one (1) full day for the production of the Program, as well as any promotional appearances required by the Producers or FOX, and be willing to travel to one or more locations designated by the Producer.

Please read, sign and date the following statement:

I hereby acknowledge that (i) I have read, and I meet and agree to be bound by, the Program eligibility requirements; (ii) I have answered all questions asked in connection with my application for the Program honestly and accurately; (iii) if any of the information I provide in connection with my application for the Program is found to be false, I understand that this will be grounds for my dismissal from the Program player selection process and/or from the Program, if selected; (iv) even if I meet the eligibility requirements, the Producer has no obligation to interview me and/or select me as a player; (v) all decisions by the Producer concerning the selection of the contestants is final and not subject to challenge or appeal; (vi) I agree to keep strictly confidential all information about the Program that I acquire during the selection process and/or my participation in the Program; (vii) my voice, actions, and likeness may be recorded as a part of this application and selection process, and I understand that Producer may, but is in no way obligated to, actually use such recordings within the Program; (viii) all decisions by Producer concerning selection of the contestants is final and not subject to challenge or appeal; and (ix) Producer has no obligation to return any materials submitted by me as part of the selection process whether or not I am selected as a contestant, and Producer may, but is in no way obligated to, use any such materials in and in connection with the Program.

Signature: _____

Name: _____

Date: _____

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Name: _____

Birth Date: _____

Address: _____

(City/State/Zip) _____

Home Phone: _____

Cell Phone/Pager: _____

Work Phone: _____

Email Address: _____

Are you 18 years of age or older? _____

Age: _____ Height: _____ Weight: _____

Hometown: _____

Are you a US citizen? _____

Married or single? _____

Do you have a myspace page or similar internet account? What is your URL?

**DO NOT WRITE
IN THIS AREA**

Have you ever been on a tv show before? If yes, please name the show,
network and air date: _____

What is your current occupation or job? _____

Who is your closest friend (locally) and from your (hometown)? _____

What are their phone numbers: _____

Where do your parents live? What is their contact #? _____

What do they do for a living (now, or when you were growing up)? _____

Do you have kids? If so how many and what ages? _____

Tell us a little about yourself:

Interests / Hobbies: _____

Personality: _____

My friends would describe me as: _____

Even though it's not true, people always assume about me: _____

How competitive are you, if you are a gambler tell us one of the biggest risks you've taken? _____

What's the funniest fact about yourself we don't know? _____

Do you have any surprising talents/tricks? _____

Where did you grow up, what elementary school did you attend? _____

What kind of student were you (circle one) Excellent Good Fair Poor

How would you rate your intelligence on a scale of 1 to 10 (circle one)

1 2 3 4 5 6 7 8 9 10

What is the highest level of school you have completed? Name of college attended, number of years attended, major, GPA?

Did you belong to any academic organizations in high school or college (i.e. honors society, math club)?

Did you receive any scholarships for college: _____

Did you take the SATs in high school? If so, what were your scores? _____

List all of the job titles you have had since school? _____

As a kid what did you want to be when you grew up? _____

What is your greatest accomplishment in life so far? _____

What would you do with \$25,000? _____

What would you do with a Million dollars? _____

Of these three, which one would you spend the money on, and explain why:
car, boat, or vacation. _____

Have you ever been detained for, arrested for or convicted of a felony or
misdemeanor offense, as a juvenile or an adult? If yes, please indicate the
city/state, month/year, charge and assault (dismissal, conviction, etc.) for all
incidents: _____

What type of organizations do you belong to?(Mensa etc...) _____

Did you graduate from an Ivy League School? _____

Do you know of anyone who graduated from an Ivy League School in the LA
area? If Yes, Please list name and contact info if you think they would be
interested in the show? _____

SIGNATURE: _____ DATE: _____

NAME AND LIKENESS RELEASE

Please sign and date the following name and likeness release:

By submitting this application I hereby consent to the recording, use and reuse by Are You Smarter Productions, Inc. ("Producer") and Fox Broadcasting Company ("FOX") and any of their respective licensees, assigns, parents, subsidiaries, divisions, business units or affiliated and related entities and each of their respective employees, agents, officers and directors (collectively "Releasees") of my voice, actions, likeness, name, appearance and biographical materials (collectively "Likeness") in any and all media now known or hereafter devised, throughout the universe, in perpetuity, in or in connection with the television series currently entitled "Are You Smarter Than a Fifth Grader?" (the "Program") or any other production. 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 all right, title and interest in and to the application that I have provided in connection with the Program and any other material provided by me in connection with the Program (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, throughout the universe, in perpetuity. I further agree that Releasees may use my Likeness and Materials in connection with any promotion, publicity, licensing, marketing or advertisement for the Program or for any of the Releasees in any manner whatsoever, or for any other purpose and manner whatsoever. I grant the rights hereunder whether or not I am selected to participate in the Program. I release Releasees from any and all liability arising out of its 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 to privacy and/or publicity).

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. I acknowledge that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce me to execute this document and I acknowledge that I have not executed this instrument in reliance on any such promise, representation or warranty not contained herein. Any waiver by the Producer of any term of this agreement in a particular instance shall not be a waiver of such term for the future. I agree that the invalidity or enforceability of any part of this agreement shall in no way affect the validity or enforceability of any of the remainder of this agreement.

I have signed this release on _____, 2007

Signature: _____

Print Name: _____