

APPLICATION RELEASE AGREEMENT

I, the adult applicant and/or candidate listed above, in connection with my application to be considered to participate in the television program currently entitled "Totally Crushin Customs" ("Program"), represent and warrant that the answers provided by me to the foregoing application questions are true, complete and correct, that I have completed this application honestly and accurately, and I understand, acknowledge and agree that if any of the information in this application is found to be false or incomplete, this will be grounds for dismissal of myself and any other persons applying to participate with me from the participant selection process and/or from the Program.

In addition, each of the undersigned (including the adult applicant and any prize candidate) agrees as follows:

I acknowledge that the Program producers may or may not select me for further consideration to be part of the Program in their sole and absolute discretion. I acknowledge that if I am selected for further consideration, I will be required to complete and sign additional application materials, release forms and other documents. I acknowledge that if I am selected as a potential participant, I may also be required to submit to tests and a background check in order for the producers to consider me as a Program participant. The producers may use the information in this form for any purpose in their sole discretion, including making such information public as part of the Program or otherwise.

By signing below, in connection with my application to participate in the Program, I hereby acknowledge, represent and warrant that: (i) Totally Crushin Customs, Inc. ("Producer") has no obligation to interview me, and/or select me as a participant, and may choose participants in its sole and absolute discretion; (ii) I am not an employee, officer, or director of Producer, Totally Crushin Customs, Inc, or any of their respective affiliates, subsidiaries, consultants, contractors, advertising, public relations, promotion, fulfillment, and marketing agencies, nor is any member of my immediate family (parent, child, sibling, or spouse) or a person living in the same household as me (whether related or not) an employee, officer or director of any of the foregoing listed entities (or, if the foregoing is not true, I have listed here all persons who are employees of the foregoing entities and the names of their employers: _____

_____); (iii) I agree to keep strictly confidential all information about the Program that I acquire during the participant selection process and/or my participation in the Program; (iv) my name, voice, actions, and likeness will be recorded on audiotape, videotape or otherwise as a part of this application and participant selection process, and I understand that regardless of whether I am actually selected to participate in the Program, , Producer and their successors, assigns and licensees may, but are in no way obligated to, actually use such recordings and the contents of this application within or in connection with the Program, including, without limitation, in advertisements, promotions, publicity, marketing, merchandising, or in any other manner, in any and all media now known or hereafter devised, worldwide in perpetuity, and I hereby authorize them to do so; (v) even if I am selected as a participant, Producer has no obligation to broadcast or exploit the

Program; (vi) all decisions by Producer concerning selection of participants and all other matters relating to the Program are final and not subject to challenge or appeal; and (vii) Producer has no obligation to return any materials submitted by me (including without limitation this application, any documents, photographs and videotapes submitted by me) as part of the participant selection process whether or not I am selected as a participant, and Producer may, but is in no way obligated to, use any such materials in and in connection with the Program, including, without limitation, in advertisements, promotions, publicity, marketing, merchandising, or in any other manner.

By submitting this application, I hereby consent to the recording, use and reuse by Producer, Totally Crushin Customs, Inc. and any of their respective licensees, assignees, parents, subsidiaries, or affiliated entities and each of their respective employees, contractors, agents, officers and directors (collectively "Releasees") of my voice, actions, likeness, name, appearance, biographical material, and any information contained in or derived from my application(s) to be a participant in the Program, including, without limitation, any photos or videotapes submitted by me, editorial comments made by me or about me, and any audio, video or other recordings or still pictures of me taken during the participant selection process or contained in any materials or documents submitted by me in connection with my application (collectively "Likeness") as such may be edited, altered, or modified by Producer or any of the Releasees in their sole discretion, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program, including, without limitation, in advertisements, promotions, publicity, marketing, merchandising, or in any other manner. I agree that the 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 (including, without limitation, all copyrights) in and to any recordings made by any of the Releasees as well as any video that I have provided in connection with my application and any other materials that I have provided or may provide in connection with the Program (the "Materials") including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any manner and 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 release, hold harmless, and indemnify Releasees from any and all liability arising out of their recording or 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 defames me or invades any right of privacy and/or publicity).

By signing this application, to the maximum extent permitted by law, I hereby release, hold harmless and indemnify Producer, Totally Crushin Customs, Inc. and all other Releasees, and any television station or channel, cable network, or satellite network that exhibits the Program, the other participants in the Program, donors of equipment installed in the giveaway vehicle, the advertisers connected with the Program, each of their respective parent, subsidiary and affiliated companies, all other persons and entities connected with or engaged in connection with the Program, and each of their respective officers, directors, agents, representatives, employees, contractors, successors, assignees, and licensees (herein the "Released Parties") from any and all claims, actions, damages,

liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or by reason of, my application for or participation on or in connection with the Program, including, without limitation, my participation in the participant selection process of the Program, any exploitation of the Program or my appearance on the Program, the failure of Producer to select me as a participant, the cancellation of the Program, any use of my Likeness or the Material, the entry onto my residential property or into my home by Producer, or the use by Producer of my residential property and home and contents thereof, in connection with the Program, or the exercise by Producer of any rights granted by me hereunder, on any legal theory whatsoever (including, but not limited to, personal injury, property damage, rights of privacy and publicity, false light, or defamation) (collectively the "Released Claims"). The Released Claims specifically include, without limitation, any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind resulting from the actions of another participant or any other third party at any time. Released Claims also include without limitation any and all claims, actions, damages, liability, losses, costs and expenses of any kind whatsoever arising out of the transfer, acceptance, use or ownership of the prize vehicle.

No express or implied warranties are made in regard to the prize giveaway vehicle. All other implied warranties of every type and kind, including but not limited to any implied warranty, merchantability, or fitness of vehicle for a particular purpose or use, are excluded in all respects and for all purposes. Totally Crushin Customs, Inc. disclaims and makes no warranties whatsoever. The Warranty Provisions and all questions relating to their validity, interpretation, performance and enforcement shall be construed in accordance with, and shall be governed by, the substantive laws of the Commonwealth of Pennsylvania without regard to its principles in conflicts of law.

I understand that the above release is a material inducement for you to proceed with the Program, and that Producer and the other Released Parties may rely on this release in proceeding with the Program.

I understand that neither I nor anyone else will be paid for my granting the above rights, or for my signing this agreement. My participation in the casting process for the Program, and in the Program itself, do not constitute a performance and will not entitle me to wages, salary, or other compensation. I agree and acknowledge that no one (including Producer) has asked me for any money or other consideration to be considered for participation in the Program.

I authorize Producer to investigate, access and collect information about me, about any of the statements made by me in my application, any supporting documents and any other document that I have signed or do sign in connection with my application to be selected as a participant in the Program, or any other written or oral statements I make in connection therewith, and hereby waive all rights of privacy or confidentiality that I might otherwise have in such information. I acknowledge and agree that any such information obtained by Producer pursuant to this paragraph or otherwise may be used for purposes of selecting participants in the Program, and may be described or otherwise related in and in connection with the Program, including, without limitation, in

advertisements, promotions, publicity, marketing, and merchandising, and in any other manner.

I have read and fully understand this release form, and I agree to abide by and be bound by them and by any eligibility requirements determined by Producer in its sole discretion. I acknowledge that in order to participate in the Program, I will be required to complete and sign such additional documents as Producer may require, including without limitation an Applicant Agreement and Release, prior to participating.

I HEREBY CERTIFY THAT ALL OF THE INFORMATION PROVIDED ABOVE AND IN THIS APPLICATION IS TRUE AND COMPLETE. I UNDERSTAND THAT ANY FALSE STATEMENT OR MATERIAL OMISSION BY ME MAY LEAD TO MY DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM AND/OR THE PARTICIPANT SELECTION PROCESS FOR THE PROGRAM.

APPLICANT'S Signature: _____

Date: _____

PRINT
NAME _____

Home
Address _____

City/State _____ Zip _____

Telephone
Number _____

Signature of CANDIDATE: _____

Date: _____

PRINT
NAME _____

Home
Address _____

City/State _____ Zip _____

Telephone Number _____