

LOCK AND KEY PRODUCTIONS  
9255 Sunset Boulevard, Suite 1100  
Los Angeles, California 90069

Dated \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Re: "EXTREME MAKEOVER: HOME EDITION"  
Appearance Release And Confidentiality Agreement**

Dear Sir or Madam:

You have been engaged by Lock and Key Productions ("Producer") to render services or otherwise participate in connection with the television program currently entitled "EXTREME MAKEOVER: HOME EDITION" ("Program"). In connection with such engagement, you may render services and/or otherwise participate in activities which will reveal to you confidential and/or proprietary information of Producer or its assignees or licensees (such confidential information shall be referred to herein as "Confidential Information"). Such Confidential Information shall include, without limitation, information regarding the show concept and format or show ideas, the participant selection process, identities of participants, challenges and/or activities for the Program, the final outcome of the Program or of any episode, the content of any episode of the Program, and any other confidential and/or proprietary information relating to the Program and/or trade secrets of Producer or its assignees or licensees.

As a material inducement to Producer to engage you to render services on or to participate in the Program, you expressly agree that you shall not, directly or indirectly, verbally or otherwise, either during or after the term of your engagement by Producer, publish, reveal, disseminate, disclose, or cause to be published, revealed, disseminated or disclosed (herein "disclosure") any Confidential Information to any person, firm or entity whatsoever (herein "Third Parties"). Without limiting the generality of the foregoing, Third Parties shall include, without limitation, individuals you come into contact with (including spouses, significant others, roommates, friends, relatives and acquaintances), as well as participants and potential participants on the Program, newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, and any other enterprise involved in the print or electronic media, including individuals working directly or indirectly for or on behalf of any of said entities.

In addition, you hereby consent to the recording, use and reuse by Producer and any of its licensees and assigns and each of their respective employees, agents, parents, subsidiaries, and related companies, in any and all media, whether now known or hereafter devised, worldwide, in perpetuity, of your voice, actions, likeness (actual or simulated), name, sobriquet, appearance and biographical information (i.e., collectively "likeness") in connection with the Program. You agree that Producer may use all or any part of your likeness, and may alter or modify it, regardless of whether or not you are recognizable. You further agree that Producer may use your likeness and/or name in connection with any promotion, publicity or advertisement for the Program. You release Producer and any of its licensees and assigns (and their respective employees, officers, directors, agents, parents, subsidiaries, and related companies) from liability arising out of its use of your likeness and/or name. You agree not to make any claim against Producer and any of its licensees and assigns (or their respective employees, officers, directors, agents, parents, subsidiaries, and related companies) as a result of the recording or use of your likeness (including, without limitation, any claim that such use invades any right of privacy and/or publicity). You understand that Producer is recording your likeness in reliance on this consent. You acknowledge that Producer has no obligation to use your likeness.

In the event of any breach or threatened breach by you of any of the terms of this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs incurred in connection with any action or proceeding arising out of or relating to any such breach or threatened breach.

This Agreement and any dispute or controversy relating to the existence, validity, meaning, interpretation, or alleged breach of this Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of California.

Please indicate your agreement to the foregoing by signing in the space provided below.

Very truly yours,  
ACCEPTED AND AGREED:  
LOCK AND KEY PRODUCTIONS

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_