## **VOLUNTEER RELEASE**

For valuable consideration, the receipt of which from LOCK AND KEY PRODUCTIONS ("Producer") is acknowledged, I hereby expressly grant to Producer and to its employees, agents, and assigns, the right to use my picture, photograph, silhouette, videotape(s) in which I appear, and other reproductions of my physical likeness (as the same may appear in any still camera photograph and/or motion picture film or tape), in and in connection with the exhibition, theatrically, on television or otherwise, of the television series entitled "Extreme Makeover: Home Edition" ("Series") or any other program in which the same may be used or incorporated, and also in the advertising, exploiting and/or publicizing of the Series or any other such motion picture or television program. I give to Producer the foregoing consent and authority with the knowledge and understanding that Producer will incur substantial expense in reliance thereon.

I have volunteered to participate in the Series and may render services which may include, without limitation, painting, carpentry, tile work, plumbing, making beds, loading kitchens, carrying items, clean up etc. (the "Volunteer Services"). I agree to follow all of Producer's directions and instructions in all matters. I represent that I believe myself to be physically capable of performing the Volunteer Services. Although Producer shall be taking precautions to protect my safety, I understand and acknowledge that no such precautions can completely eliminate the risks associated with my participation in the Volunteer Services. I therefore acknowledge and understand that my participation in the Series carries with it the potential for death and/or physical injury. I understand that accidents may occur. I voluntarily and fully accept and assume these risks and understand and acknowledge that the waivers, releases and indemnities in this Agreement expressly apply to these risks and any and all consequences of these risks. I acknowledge that the foregoing is not an exhaustive list of the risks, hazards and dangers I may be exposed to as a result of the Volunteer Services, and I voluntarily and freely accept and assume these and all such other risks, hazards and dangers I may encounter or be exposed to and understand and acknowledge that the waivers, releases and indemnities in this Agreement expressly apply to these risks, hazards and dangers.

I and my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns ("Releasing Parties"), hereby irrevocably agree that we will not sue or claim against Producer, ABC, and each of their respective parents, subsidiaries, affiliates, successors and assigns, and the respective directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing entities, and the heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors and assigns of each of the foregoing, for any injury, illness, damage, loss or harm to me, or my death, howsoever caused, resulting or arising out of or in connection with any participation in or appearance on the Series, whether occurring before, during or after my actual participation in the Series, and whether or not caused by or arising out of the negligence or gross negligence of Producer.

I and the other Releasing Parties acknowledge that there is a possibility that subsequent to the execution of this Agreement, I or they will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by me or them at that time may have materially affected my or their decision to execute this Agreement. I and the other Releasing Parties acknowledge and agree that by reason of this Agreement, and the release contained in the preceding paragraphs, I and the other Releasing Parties are assuming any risk of such unknown facts and such unknown and unsuspected claims. I and the other Releasing Parties have been advised of the existence of Section 1542 of the California Civil Code, which provides:

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

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. I and the other Releasing Parties knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law, or rule of similar effect of any jurisdiction throughout the world, and acknowledge and agree that this waiver is an essential and material term of this release, and without such waiver, this release would not have been accepted. I and the other Releasing Parties hereby represent that I and they understand and acknowledge the significance and consequence of this release and of this specific waiver of Section 1542 and other such laws.

| Dated: |            |   |
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|        | Signature  |   |
|        | Print Name | <del>, , , , , , , , , , , , , , , , , , , </del> |
|        | Address    |   |

Volunteer Release Continued