

THE AMAZING RACE 5

APPLICATION PROCEDURE AND ELIGIBILITY REQUIREMENTS

I. Application Procedure

Each applicant must have a teammate in order to apply to participate on THE AMAZING RACE. Each individual teammate must complete an application. The applications must be submitted together, and only one application package per team will be accepted. **Applications must be received by Wednesday, October 8th, 2003 at 5 p.m.** Applications MUST be written clearly and legibly or typed and must be accompanied by a videotape that satisfies the following requirements:

LENGTH: MAXIMUM OF THREE MINUTES PER TEAM. Anything over three minutes will not be considered. Teammates should appear together on camera.

FORMAT: VHS (No mini-DV's, 8mm or VHS C). To transfer the other formats to VHS simply connect your camera to your VCR and record.

CONTENT: In three minutes you and your partner need to tell us everything we need to know about why you would be perfect for this race. Remember, personality counts!

The videotape will be retained by, and will become the property of, the Producers and will not be returned to you, regardless of whether or not you are selected as a contestant.

Applications will only be considered if they are complete and accurate. Complete application packages must consist of the following:

- a. Completed application forms (including signed releases at the end of the applications), one per person in the team, submitted together.
- b. Proof of a valid U.S. passport (or proof of having applied for issuance or renewal of such) for each applicant.
- c. A passport-size photo of each applicant and one recent photo of both team members together.
- d. One three-minute videotape of your team labeled clearly with your names, relationship, and phone number.
- e. Printed clearly on the **outside of the envelope** (including overnight mail envelopes), the number (1-10) (see below) that corresponds to the city nearest one of you.

BOTH TEAMMATES MUST BE ABLE TO TRAVEL TO THE SAME CITY.

1. New York, New York
2. Pittsburgh, Pennsylvania
3. Los Angeles, California
4. San Francisco, California
5. Chicago, Illinois
6. Minneapolis, Minnesota
7. Dallas, Texas
8. Miami, Florida
9. Boston, Massachusetts
10. Memphis, Tennessee

Application packages must be sent to the following address:

**THE AMAZING RACE 5 (City # _____)
1247 Lincoln Blvd., #60
Santa Monica, CA 90401-1711**

II. Eligibility Requirements

Please note that the following eligibility requirements must be met in order to proceed with the application process.

- a.** Each applicant must have a teammate in order to apply to participate on THE AMAZING RACE (the “Program”). Each individual teammate must complete a separate application form. The applications must be submitted together, along with a three-minute videotape (submission requirements and the nature of this videotape is described in more detail below), and only one application package per team will be accepted.
- b.** If the producers (the “Producers”) of the Program select your team as one of the teams that they would like to interview as part of the semi-finalist interview process, you and your teammate must be willing to travel together at your own expense to be interviewed by the Producers at one of several locations throughout the country. The dates and times of the semi-finalist interviews will be set by the Producers in late October or early November of 2003. All travel and lodging expenses for these semi-finalist interviews will be at the applicants’ sole expense, and the applicants will not be compensated for time off from work or otherwise.
- c.** Applicant interviews may consist of one or more meetings with one or more members of the production staff, and may be videotaped at the Producers' discretion.
- d.** Those applicants who are selected as finalists will be flown to Los Angeles from their major local airport for finalist interviews in December of 2003. In connection with the travel for the finalist interviews, the Producers will provide: (i) roundtrip economy air transportation to and from the major airport closest to the finalist’s home if the person lives outside of a 250 mile radius of Los Angeles, California (but, if the finalist lives within a 250 mile radius of Los Angeles, California, the Producers will only provide ground transportation of the Producers’ choice, in their sole discretion, to and from the interview site); (ii) hotel accommodations (excluding room service, other meals, all other amenities, telephone calls and all other expenses or charges which may be incurred in connection therewith) for as many as fourteen (14) days; and (iii) ground transportation in Los Angeles, CA between the airport and hotel and between the hotel and studio. All other expenses will be the responsibility of the applicants. The actual length of stay, number of hotel nights, if any, are dependent on how long the Producers, in their sole discretion, wish to keep the finalists for interviews.
- e.** Teams chosen to participate in the Program (and alternate teams, if any) will be flown from their local airports to an unknown destination somewhere in the world, and will be allowed to bring a limited number of items permitted by the Producers (excluding, among other things, certain items, to be specified later, the possession of which may subject contestants to disqualification), which each contestant must be able to carry by him or herself. Teams’ bags will be subject to search by the Producers at any time for illegal or inappropriate items or items that otherwise violate the Producers’ or CBS Television’s standards and practices. If selected as a contestant, you and your teammate must be willing to travel to numerous locations around the world lasting approximately 30 to 40 days starting in January 2004. Each contestant is also responsible for bringing a passport that is valid until at least May 30th, 2004, and one

(1) other form of photo identification with them. Final transportation following the completion of production of the Program will include economy airfare to return each contestant to the airport closest to his or her home.

- f.** Both members of each team must be at least 21 years of age.
- g.** Both members of each team must be United States citizens and live in the United States.
- h.** An applicant may not presently be a legally qualified candidate for any type of political office (“Candidate”) and may not become a Candidate from the time his or her application is submitted until one (1) year after the initial broadcast date of the last episode of the Program in which the applicant were to appear, if that applicant were to be selected as part of a contestant team.
- i.** All applicants must be in good physical and mental health and must be aware that, and sign releases attesting that, the activities in the Program may involve risks and hazards, and that participating in the Program may expose applicant and other participants to, among other things, the risk of death, serious injury, illness and property damage caused by the risks associated with their participation in the Program, including, without limitation, the following: latent or apparent defects or conditions in any equipment used in the Program; the use or operation by applicant or others of said equipment; acts of other people including, without limitation, acts of the Producers or other contestants; accommodations; weather or other natural conditions; the nature of travel including, without limitation, latent defects and human error; applicant’s physical condition; applicant’s own acts or omissions; sleep deprivation; first-aid, medical or emergency treatment or other services rendered to applicant or others; exposure to illness; consumption of food or drink; acts of God (e.g. earthquakes and floods); laws or local ordinances; war or riots; terrorism; strikes; and/or no reason at all. Applicants must understand and acknowledge that the above list of reasons is not complete or exhaustive. Applicants must accept and assume all risks of injury, death, illness or disease, or other damage to themselves, to others, or to their property, which arise in any way from their participation in this Program.
- j.** Each applicant must complete, sign and timely return this Application before being eligible to participate in the interview process. In addition, all applicants must complete, sign, and timely return an Interview Agreement and additional documents before any semi-finalist interview, and must complete, sign and timely return an Applicant Agreement and Release and Waiver Agreement and additional documents before being permitted to participate in any finalist interviews. The additional required documents may include, but will not necessarily be limited to, a Medical Report by Patient and Physician (“Medical Report”), Emergency Medical Release, Authorization for Release of Medical Records and Information, Disclosure and Authorization for Background Reports, Authorization for Release of Records and Information, Immediate Family Member Releases and a Confidentiality Agreement (all of which will be furnished to the applicants). As part of the Release and Waiver Agreement, each applicant must agree (and each applicant’s immediate family members, if any, must agree) to, among other things, assume the risk of any and all injury, illness, death, damage, loss, or harm to the applicant or applicant’s property, howsoever caused, resulting from or arising out of the selection of contestants,

applicant's participation in the Program as a contestant or otherwise, and/or the production and/or exploitation of the Program. By agreeing to the terms of the Confidentiality Agreement, each applicant will be required to, among other things, treat all information and material received or acquired in connection with applicant's participation in the contestant selection process and Program (if selected as a contestant), including, without limitation, the progress, results and outcome of the Program, as strictly confidential and shall be strictly required to not disclose any such information to any third party. Without limiting Producer's right to obtain other relief from the applicant, any breach of the Confidentiality Agreement will subject the applicant to substantial liquidated damages in accordance with the terms of the Confidentiality Agreement. In connection with the Disclosure Authorization and Authorization for Release of Records and Information, all applicants must authorize the Producers to conduct such full and complete background checks of the applicant as the Producers, in their sole discretion, deem necessary or appropriate. The applicants will be required to cooperate fully with the Producers in connection with such background investigations.

- k.** Applicants must disclose to the Producers if they have ever been charged with a felony or misdemeanor, other than minor traffic or parking violations, and whether they have ever had a restraining order entered against them. The Producers reserve the right in their discretion to disqualify any applicant based on such disclosures.
- l.** All applicants must have a valid U.S. passport or be in the process of obtaining a passport (which process will be completed in time for the applicant to travel internationally should the applicant be selected as a contestant) and deliver a copy of such passport or proof of such passport application process at the time of submission of the Amazing Race contestant application.
- m.** All contestants must agree to interact with the other contestants and cooperate with the Producers during the taping of the Program on a twenty-four-(24)-hours-a-day, seven-(7)-days-a-week basis. Contestants must be able to travel for long periods of time, must be adaptable to various living and working situations and must enjoy working and living in close proximity with others of varied age, sex, race, background, and experience.
- n.** Contestants must be willing to receive all needed immunizations that the Producers deem to be necessary and medically appropriate to the race. Teams must agree to take any medications needed to prevent illness in certain foreign countries. Teams must be willing to participate in the Program without any interruption during any time of the year, regardless of personal or religious practices.
- o.** Employees, officers, directors and agents of WorldRace Productions, Inc., Jerry Bruckheimer Films, Inc., Amazing Race Productions, Inc., CBS Broadcasting Inc., Touchstone Television, and/or of any of their respective licensees, assigns, parents (including, without limitation, Viacom, Inc. and The Walt Disney Company), affiliated and subsidiary companies and the immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of their same households (whether related or not) of such employees, officers, directors and agents are not eligible to be contestants on the Program or to participate in this application process.

- p.** Upon the Producers' request, all applicants and/or contestants agree to sign and abide by the terms of any additional releases or authorizations that the Producers, in their sole discretion, deem necessary.
- q.** All applicants must abide by all applicable U.S. laws during the application process and, if selected as a contestant, any applicable U.S. or foreign during the period in which the Program is being taped.
- r.** The Producers reserve the right to make additions to and/or deletions from the application process above, including, but not limited to, changes to the locations, dates and/or times of the interviews. The Producers also reserve the right to contact applicants to ask additional questions and/or conduct phone interviews to gather additional information about applicants. Such phone interviews are not required and are at the Producers' sole discretion to assist in gathering information for contestant selection. Without limiting the foregoing, the Producers reserve the right not to produce the Program, and CBS has no obligation to broadcast the Program.
- s.** The Producers are not responsible for lost, stolen, or incorrectly mailed applications. Due to the high volume of applications the Producers are anticipating, the Producers will not be able to answer any questions about the receipt or status of any application or videotape. All applications become the sole property of the Producers.
- t.** All decisions regarding the Program, including but not limited to, rules, eligibility, contestant selection, Program production, game play, tasks, contestant elimination and award of prizes, are at the Producers' sole and exclusive discretion, are final, and are not subject to appeal. Contestants will not be awarded any prize winnings, if and as applicable, until after the final broadcast of the Program (i.e. the episode in which the winning team is announced). Contestants will be personally responsible for any taxes on any prizes. The applicants must sign statements acknowledging that they have read and will comply with all of the eligibility requirements described herein.
- u.** The Producers reserve the right to disqualify any team for any reason, including, without limitation, any team member's tampering with the application process or the operation of the application process, threatening or harming another person, colluding with other contestants to share prize winnings, or violating the Official Rules or other rules then in effect or the standards and practices and policies of the Producers and/or CBS. Disqualification may result in, among other things, immediate forfeiture of any prize otherwise awarded or awardable.
- v.** By submitting an application, each applicant agrees to release, discharge and hold harmless the Producers and CBS Broadcasting Inc. from all claims and damages arising out of his/her participation in the application process or the Program itself, and to have his or her name, voice and likeness used at the Producers' discretion as part of the Program, or as part of promotions for the Program, in any and all media now known or hereafter devised.