



Extended Application Instructions—"Maverik Kick Start Program"

1. Please fill out the extended application legibly.
2. Use dark colored ink.
3. Answer all questions honestly and to the best of your ability.
5. Complete and return this application ASAP, as we have a very limited amount of time until production begins. PLEASE, take your time and answer completely.
6. When you have completed the application, send it in TOGETHER with a videotape and copy of your drivers license.

8fish Productions. – Maverik Kick Start Program Casting
8661 South Sandy Parkway
Sandy, UT 84070

7. Employees, officers, owners, and family members of the same of Maverik, Inc., ErnBurn Communications, Inc. dba 8fish and their respective affiliates and subsidiaries are not eligible for participation in the Maverik Kick Start Program.
8. Please make sure to use adequate postage to ensure delivery of your application package.
9. Please note: If selected you will not be paid to participate in the program. You will receive room and board during production and have a great time!

Thank you for your time and effort, GOOD LUCK!

Name: _____ Nickname: _____

ELIGIBILITY REQUIREMENTS

- 1) You must be a legal resident of the United States.
- 2) You must be at least 21 years of age.
- 3) You must not be a candidate for public office and must agree not to become one until after the initial broadcast of the programs in which you appear, if selected as a participant.
- 4) You must not have appeared in more than two (2) television competition or game shows within the last five (5) years from the tape date of the Program in which you may appear. In addition, you may not have appeared on more than one (1) television competition or game show within the past twelve (12) months from the tape date of the Program in which you may appear (regardless of whether such appearance has been broadcast or cablecast).
- 5) Neither you nor any member of your immediate family or anyone living in your household may be currently employed by or have been employed within the last two (2) years by, or be a close acquaintance of anyone employed by or employed within the last two (2) years by, any of the following: (a) Maverik, Inc. or affiliated or subsidiary companies or any television station or channel that broadcasts the Program; (b) ErnBurn Communications, Inc. dba 8fish or any of their respective licensees, assigns, parents, or affiliated or subsidiary companies or any other 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 prizes or other services to the Program.
- 6) If selected as a participant you must execute waivers and release agreements required by Maverik or the production Releasees.
- 7) You will need to be available for approximately one week for filming and be willing to travel to one or more locations within the United States.
- 8) If selected as a participant, you must be willing to submit medical information to the production and submit to a medical examination, psychological examination, and background check.

Please read, sign and date the following acknowledgement:

I hereby acknowledge that: (i) I have read and agree to be bound by the eligibility requirements; (ii) I have answered the previous questions honestly and accurately; (iii) if any of the above information is found to be false or incomplete this will be grounds for dismissal from the Program participant selection process, and/or from the Program, if selected; (iv) even if I meet the eligibility requirements, Producers have no obligation to interview me, and/or select me as a contestant; (v) even if I am selected as a participant, Producers have no obligation to conduct the Program and Maverik has no obligation to broadcast it, even if conducted; (vi) in the event the show is cancelled, Producers and Maverik have no obligation to award any prizes or money; (vii) all decisions by Producers concerning selection of the contestants is final and not subject to challenge or appeal; and (viii) Producers have no obligation to return any materials submitted by me as part of the application whether or not I am selected as a participant.

Signature Date

Please sign and date the following NAME AND LIKENESS RELEASE AND TRANSFER OF RIGHTS:

By submitting the application I hereby consent to the recording, use and reuse by the Producers of the Program (defined below) Maverik, Inc., ErnBurn Communications, Inc. dba 8fish and any of their respective licensees, assignees, parents, subsidiaries, or affiliated entities and each of the respective employees, agents, officers and directors (collectively "Releasees") of my voice, actions, likeness, name, appearance, biographical material, and any information contained in my application to be a participant in the Program or in any materials submitted by me in connection with my application (collectively "Likeness") in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the reality-based television series currently entitled "Maverik Kick

Start” (the “Program”). I agree 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 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 and all media now known or hereafter devised worldwide, in perpetuity. I further agree that Releasees may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for the Program. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I release Releasees from any and all liability arising out of its 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 invades any right of privacy and/or publicity). I understand that I will not be paid any money for giving Releasees these rights, or for signing this agreement.

WARNING: There are significant elements of risk in any action, performance, participation, adventure, sport or activity associated with the Program and any and all actions and activities associated therewith (referred to herein as “activity”). Even though you may be skilled or unskilled, trained or untrained, a professional or amateur and you have taken reasonable steps to provide your own or have been provided by the Releasees or other third parties’ appropriate equipment and/or skilled instructors so you can participate in the activity, the Releasees wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the character of the activity. The same elements that contribute to the character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGMENT OF RISKS: I acknowledge, and acknowledge for any minor children for which I am responsible, that the following describes some, but not all of the risks, including but not limited to: 1) Slips, trips, falls or painful crashes while participating in the activity; 2) Risk associated with using any of the equipment during the activity; 3) Misuse of equipment or facilities or failure of equipment; 4) My physical strength, coordination, sense of balance, and ability to follow or give directions while participating in the activity; 5) Fatigue, chill and/or dizziness, which may diminish my/our reaction-time and increase the risk of accident; 6) Abrasion from or entanglement with or injury resulting from equipment used in the activity; 7) the presence, actions, crashes, falls, errors or other unintentional or intentional actions of other participants; and 8) any physical limitations, whether known or unknown, of myself or other participants, including but not limited to epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs (Even if I have a health condition as stated above of which I may be unaware, by signing this agreement, I still choose to participate in the activity and agree to waive all responsibilities and claims against or to the Releasees and any other third parties concerning any consequences that would result from my actions. I hereby declare that I have no physical or mental condition that should preclude me from participating in the activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having any terminal illness or condition. I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of the activity, I will notify the Releasees immediately. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks in the activity that I, and any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using any equipment involved in the activity. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness (including death), and any related expenses. I also assume responsibility for damage to or loss of my/our personal property. I also assume risk for accidents or injury caused by my own, the Releasees’s, or any third parties’ negligence, whether intentional or unintentional, whether such negligence is comparative or contributory. I hereby indemnify, assume and hold harmless the Releasees and all third parties harmless from all claims, as hereinafter defined, related to all risk(s) of personal property and personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or

contusions; dehydration, exposure and/or altitude sickness; head, neck and/or spinal injuries; insect bite or allergic reaction; shock, paralysis, and/or death.

COVENANT OF GOOD FAITH: I recognize that the Releasees may find it necessary to refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participation in the activity. I accept your absolute right and sole discretion to take such actions for the safety of myself and/or other participants, without imposing any additional duties or standards of care on the Releasees.

RELEASE: I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns do hereby release the Releasees, its principals, directors, officers, agents, employees, independent contractors, representatives, volunteers, and other third parties and each and every equipment or property owner from all liability and waive any claim for damage arising from any claim or cause whatsoever, whether known or unknown, whether arising at law or in equity, whether now occurring or hereinafter accrued, whether arising from negligence or intentional or unintentional acts (referred to herein as "claims").

ACKNOWLEDGEMENT: I have read and understood the foregoing acknowledgment of risk, assumption of risk and responsibility, and release of liability and sign it of my own free will and agree to be bound by it. I understand that by signing this form I may be waiving valuable legal rights. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am (adult) legal guardian, as the result of any injury that my minor child, the minor child for whom I am (adult) legal guardian or I may suffer while participating in the activities. I hereby expressly recognize that this agreement is a contract pursuant to which I have released any and all claims against the Releasees and third parties resulting from participation in the activities.

NO WARRANTIES: THE RELEASEE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OF ANY EQUIPMENT USED IN THE ACTIVITIES.

MISCELLANEOUS. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof. This Agreement shall be construed and enforced in accordance with the laws of Utah and any action concerning this Agreement shall be brought in the federal or state courts located in Salt Lake City, Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below:

Dated this ____ day of _____, 2007

(month)

Name of Adult Participant (Please Print): _____

Signature of Adult Participant: _____

If Applicable: Name of Minor Child (Please Print): _____

If Applicable: Name of Parent or Guardian of Minor Child (Please Print): _____

If Applicable: Signature of Parent or Guardian of Minor Child: _____

Signature of Witness: _____

Do you smoke? Yes_____ No_____ Sometimes_____

Can you swim? Yes_____ No_____ Not that well_____

What is your height and weight? Height:_____ Weight:_____

Which of these are you interested in doing?

- 2 night Wilderness Survival
- F-16 Fighter Jet Ride
- Apache Helicopter Ride
- Base Jumping
- Bull Riding
- Bungee Jumping
- Cliff Diving
- Drive Monster Truck
- Hangliding
- High Diving
- Jeep Rock Crawling
- Motorcycle Riding
- Rappelling
- Rock Climbing
- Rope Climbing
- Scuba Diving
- Skiing
- Skydiving
- Snowboarding
- Stock Car Racing
- Whitewater Rafting
- Winter Survival Camp
- Winter Camping Adventure

Do you have any fears or phobias of speed, heights, water, insects, snakes, strange foods, flying, etc? Please explain:

Have you ever been treated for any serious physical or mental illness(es) or had any serious injuries?

Yes_____ No_____

Are you on any medication that you must take on a regular basis?

Yes_____ No_____

If yes, please describe in detail:

Do you have any allergies?

Yes_____ No_____

If yes, please describe in detail:

Have you ever been treated for stress-induced asthma, heart conditions, or high blood pressure?

Yes_____ No_____

If yes, please describe in detail, citing dates, diagnosis and any on-going problems:

By law, you must list television shows or advertising that you have appeared on. You may not appear on this show if you have appeared on any contest or game show within the past twelve months or appeared on two contest or game shows within the last five years. Even if you did not win anything, you must disclose all television appearances.

Have you ever written, contributed to, or been interviewed for any magazine or newspaper article, radio or television program, or written or contributed to any other print or media?

Yes_____ No_____

If yes, please describe your involvement:

Have you ever had nude pictures of yourself printed in a magazine, shown in a video or published on the internet?

Have you ever been investigated or charged with any crimes, including a misdemeanor or a felony? _____

If yes, please explain briefly:

Have you ever had a temporary or permanent restraining order against you, or an application for a temporary or permanent restraining order against you?

Is there any pending litigation against you?

Have you ever been diagnosed with alcoholism or drug addiction? If so, please describe in detail and indicate how long you've been in recovery.

Thank you for your time and effort in completing the form.

Don't forget to attach a photocopy of your Driver's License. Good Luck!

