



HGTV ALL AMERICAN HANDYMAN (Season 3)  
**PARTICIPANT APPLICATION**

PLEASE READ THE HGTV *ALL AMERICAN HANDYMAN* (SEASON 3) OFFICIAL RULES AND ELIGIBILITY REQUIREMENTS BEFORE COMPLETING THIS PARTICIPANT APPLICATION.

The HGTV *All American Handyman* (Season 3) Official Rules and Eligibility Requirements contain important instructions regarding the photographs, and other items, which must accompany any submitted participant applications, as well as submission guidelines for your application package.

Please remember that any response provided by you as an applicant is subject to verification. HGTV’s *All American Handyman* (Season 3) does not allow two-person teams.

Completed application packages must be received by February 17, 2012 in order for your application to be considered for HGTV *All American Handyman* (Season 3). HGTV reserves the right in its sole and absolute discretion to consider any applications received after February 17, 2012, but there is no assurance whatsoever that any such application received after such date will be considered for HGTV *All American Handyman* (Season 3). HGTV will not be able to acknowledge receipt of your application. If you are under consideration as a potential finalist, you will be asked to travel on short notice.

There are two (2) ways to apply to HGTV *All American Handyman* (Season 3) (for details visit [www.allamericanhandymancasting.com/how-to-apply](http://www.allamericanhandymancasting.com/how-to-apply)). All participants must provide the requested documents and materials when submitting your Participant Application. Failure to do so will result in delaying the processing of your Participant Application and/or may result in eliminating you from further consideration. No materials will be returned. Participants will be responsible for all costs and expenses associated with their application for any option of entry set forth at [www.allamericanhandymancasting.com/how-to-apply](http://www.allamericanhandymancasting.com/how-to-apply).

**PERSONAL INFORMATION**

**Today’s Date:**

Full Name:		Gender (Circle One)	
		Male	Female
Nickname/Preferred Name/Professional name (if different):			
Home Street Address:			
City:		State:	Zip Code:
Are you at least 21 years of age?			
Cell #:	Work #:	Home #:	Fax #:
Personal Email:		Work Email:	
Please list all personal <u>and</u> business websites (Facebook, MySpace, blogs, etc.):			
Hometown (where you consider ‘where you are from’—explain if different from your current residence)			

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Are you employed: <input type="checkbox"/> Full Time <input type="checkbox"/> Student <input type="checkbox"/> Part Time <input type="checkbox"/> Unemployed <input type="checkbox"/> Other (please explain):	If employed, current occupation and job description:
Previous jobs (or include a resume if you have one):	
Describe your family & living situation. With whom do you live? If you have children, how old are they? Do they live with you full-time or part-time? Do you have stepchildren?	
<u>H.S.</u> Name: _____ Year Graduated: _____ Degree: _____  <u>College</u> Name: _____ Year Graduated: _____ Degree: _____  <u>Advanced Degrees</u> Name: _____ Year Graduated: _____ Degree: _____  <u>GED:</u> YES                      NO	
List any organizations or clubs you belong to:	
Would you be available to leave home for up to 3-4 weeks, and have little to no contact with your home and business, from approximately mid-March through the end of April 2012?  <p style="text-align: center;">YES                      NO</p> If no, please explain: _____	
Are you a United States citizen? _____  If no, are you a resident alien living in the United States who can document that you currently have a legal right to live and work in the United States? _____	

HGTV ALL AMERICAN HANDYMAN (Season 3)  
**PARTICIPANT APPLICATION**



Have you previously appeared on TV or Film? List all TV/Film appearances:

How did you hear about our HGTV *All American Handyman* (Season 3) Casting Call?

HGTV on-air promo \_\_\_\_\_

HGTV Website \_\_\_\_\_

Other (please explain) \_\_\_\_\_

**YOUR HANDYMAN/WOMAN BACKGROUND**

Please describe your background as a handyman/woman. Did you learn your skills? Do you have any technical training?

Please list the type of handyman jobs you have done:

Which of your project(s) are you most proud of and why?

When it comes to handiwork, what do you think is your greatest skill and why?



HGTV ALL AMERICAN HANDYMAN (Season 3)  
**PARTICIPANT APPLICATION**



**MORE ABOUT YOU**

Why should you be on HGTV? What makes you a unique contestant; is there something you can bring to the table that others can't?

What do you like most/least about your current job? What is your dream job?

Describe your personality as accurately and truthfully as you can.  
How would your friends describe you? How would your toughest critics describe you?

How would you describe your collaborative skills? Do you consider yourself a leader, a follower, or somewhere in between, and why?

What do you like to do for fun? Please describe any special interests, hobbies, daily rituals or idiosyncrasies you have.

What is your greatest personal accomplishment?

HGTV ALL AMERICAN HANDYMAN (Season 3)  
**PARTICIPANT APPLICATION**



How do you handle confrontation? Tell us about a work problem that you had and how you dealt with it.

Please describe the most stressful time in your life and how you reacted to it.

What is your primary motivation for being on the show? What is your secondary motivation?

Do you have any mental or physical conditions or have you had any surgery that could interfere with your participation on the show? If so, please explain in detail (attach additional pages if necessary):

Have you ever been party to a civil lawsuit? If so, please describe when and where the event occurred, the nature of the case and what the outcome was (attach additional pages if necessary):

Have you ever had a temporary or permanent restraining order placed against you or has anyone tried to obtain a temporary or permanent restraining order against you? If yes, please provide details, including, without limitation, date(s), place(s), name(s) of the party seeking temporary or permanent restraining order. State whether such temporary or permanent restraining order was issued and the basis upon which it was issued (attach additional pages if necessary):



HGTV ALL AMERICAN HANDYMAN (Season 3)  
**PARTICIPANT APPLICATION**

I acknowledge that all the information provided on this Participant Application is true and accurate, and any false or misleading information submitted herein is grounds for my immediate elimination from consideration. This Participant Application and any other material submitted by me, including, but not limited to, pictures, film, and videotapes, becomes the property of HGTV, shall not be returned, and may be used in any manner in all media, worldwide, in perpetuity. I further understand that by submitting this Participant Application, HGTV has no obligation to accept me and my selection and participation in "ALL AMERICAN HANDYMAN" (Season 3) is in no way guaranteed, as submission of a Participant Application is merely for the purpose of evaluating potential participants. I acknowledge and agree that HGTV reserves the right to use this Participant Application and any materials I submit in connection therewith to evaluate me as a possible host for programs other than "ALL AMERICAN HANDYMAN" (Season 3) ("Other Programs"), and to share all such materials with HGTV's sister networks (Food Network, Cooking Channel, Travel Channel, DIY Network, and Great American Country (GAC)) for similar evaluation. Neither HGTV nor its sister networks is under any obligation to consider me as talent for Other Programs and any such agreement regarding services to be provided with respect to the same shall be subject to separate good faith negotiations between the applicable parties. I acknowledge that I have read and fulfill the eligibility requirements.

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

NOTE: In order to complete your Participant Application, please fill out the Release and Waiver found below and mail or deliver it with your materials.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



## RELEASE AND WAIVER

I, (Print Your Full Name) \_\_\_\_\_, hereby acknowledge that: (i) I understand, satisfy, and agree to be bound by, the HGTV *All American Handyman* (Season 3) Rules and Eligibility Requirements for *All American Handyman* (Season 3) (the “Program”) and the instructions of Scripps Networks, LLC, d/b/a HGTV (“HGTV”), its employees, the producer of the Program (“Producer”), and consultants; (ii) I have answered and will answer all questions posed to me in connection with my Participant Application to appear on the Program honestly and accurately; (iii) if any of the information that I have provided or will provide is found to be false or incomplete, it will be grounds for dismissal from the Program selection process and from participation in the Program, at any time by HGTV and/or Producer; (iv) neither HGTV nor Producer has an obligation to interview me or select me as a participant in the Program; (v) if HGTV cancels the Program or elects not to tape the Program, neither HGTV, Producer, nor any third party will have any obligation to me; (vi) HGTV shall have no obligation to air the Program; (vii) all decisions concerning the selection of the participants and all aspects of the Program (including, but not limited to, any judging and/or voting in conjunction with the Program or any aspect related thereto) shall be in the sole discretion of HGTV and/or Producer, are final, and not subject to challenge or appeal. By submitting this Participant Application, I hereby consent to the recording, use, and reuse by HGTV, Producer, and/or any of their respective licensees, assigns, parents, agents, subsidiaries, co-sponsors, affiliated or related entities (the “Releasees”) of my name, voice, likeness, silhouette, performance, personality, and biographical material (collectively, “Likeness”) in any and all media whether now known or hereafter devised, in whole or in part, throughout the universe, in perpetuity, in any and all languages, on a royalty-free basis. I agree that the Releasees may use all or any part of my Likeness and may alter or modify it. I further agree that the Releasees shall exclusively own any Participant Application materials (videos, video links, VHS, DVD, Mini-DV, photographs, etc.) that I may have provided in connection with my Participant Application or for participation in the Program and any photos and video or recordings of any kind that HGTV and/or Producer will make of me in connection with the Program and my Participant Application (collectively, the “Materials”) and all rights therein and thereto, including, without limitation, the right to use the Materials and my Likeness in any and all media now known or hereafter devised, in whole or in part, throughout the universe, in perpetuity, in any and all languages, on a royalty-free basis. I further agree that the Releasees may use my Likeness and the Materials in connection with any promotion, publicity, marketing, or advertisement or any exploitation of any kind on a royalty-free basis. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I release the Releasees from any and all liability arising out of their use of my Likeness and/or the Materials. I understand that activities and events arranged by HGTV and/or the Producer (including, but not limited to, use of hammers, saws, ladders, and other equipment and materials) may expose me and others to the risk of serious injury, illness, disease, property damage, and/or death. I understand that neither HGTV nor Producer conduct any medical tests on applicants for the Program, including tests for sexually transmitted diseases. I release the Releasees from any and all liability arising out of any disease I may contract, including sexually transmitted diseases. I understand that if I have sexual involvement and intimate contact with another applicant during taping of the Program, HGTV, in its sole and absolute discretion, may (i) eliminate me from the competition and terminate my involvement with the Program, or (ii) impose any sanctions or take such action as HGTV deems appropriate. In the event I participate in such activities, I understand and willingly agree to assume all such risks, both known and unknown, that may arise in connection with my participation in the selection process for and/or participation in the Program. I further acknowledge that neither HGTV, Producer, nor any third party shall provide or be obligated to furnish any type of insurance coverage to me in connection with the selection process and/or participation in the Program. I agree not to make any claim against the 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, publicity, personal and/or civil rights, any claims based on defamation or libel or false light; any claims based on intentional or negligent infliction of emotional distress, copyright infringement, and/or any tort and/or damages arising from or related to the submission of the Participant Application, participation in the selection process, participation in the Program, use of the Materials and/or my Likeness). Without limiting the foregoing in any way, to the degree that the Materials include any musical or literary compositions in which I (partially or wholly) own, or to which I purport to (partially or wholly) own, the copyright or any publishing rights, I hereby grant to HGTV, and I have the complete, unfettered right to grant to HGTV, an irrevocable, unlimited, perpetual, worldwide, royalty and payment-free license to use, reproduce, distribute, display, perform, adapt, and otherwise exploit such Materials, in whole or in part, and in connection with any promotion, publicity, marketing, or advertisement or any exploitation of any kind,



in any and all media now known or which may exist in the future in any and all languages. I understand that neither HGTV, Producer, nor any third party makes any representation that such Materials will or will not be used in any way.

I agree that any dispute between me and any of the Releasees in any way arising out of or related to this agreement, the Program, or any claim by me of any kind against the Releasees as well as any dispute as to the arbitrability of any such controversy or claim, shall be resolved solely by mandatory arbitration (“Arbitration”) between us. In this regard, I further agree and acknowledge that:

A. Arbitration shall be final and binding on the parties, and that judgment thereon may be entered in any court of competent jurisdiction;

B. Any Arbitration pursuant to this agreement shall be conducted in Knoxville, Tennessee before a single arbitrator (“Arbitrator”) familiar with the television industry and pursuant to the American Arbitration Association’s (“AAA”) commercial arbitration rules and applying Tennessee law;

C. I and the Releasees are waiving their right to seek remedies in court, including the right to a jury trial;

D. If it is determined by the Arbitrator that any of the Releasees is financially liable to me in connection with the Program, the Materials or my Likeness, or any part thereof, or other materials submitted to HGTV, including, but not limited to, copyright or trademark rights, or is otherwise liable to me for any other reason, I agree that the sole remedy that can be awarded in any Arbitration against the Releasees shall be a monetary award in the amount that HGTV has paid for a similar use of comparable materials or performance, or liability (or, if HGTV has not previously paid for similar use or in a similar instance, an amount equal to a standard fee in the cable television industry for such material or performance, or for similar liability), and I expressly waive any right to any other form of relief, including, but not limited to, injunctive relief of any kind whatsoever, any form of punitive damages and/or any alternate calculation of damages;

E. The prevailing party in any Arbitration pursuant to this agreement will be entitled to recover its costs and expenses, including, without limitation, reasonable outside attorneys’ fees and experts’ fees, which may be incurred in connection with such Arbitration;

F. By signing this agreement, I acknowledge that I am agreeing in advance to arbitrate any controversies or claims which may arise with the Releasees; and

G. I further agree that the Arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the Arbitration is being conducted, will be treated as confidential and will not be disclosed by me to any third party.

This agreement, including, but not limited to, the mandatory arbitration provision, shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, assigns, and licensees. HGTV or Producer may assign this agreement to any of its parent, subsidiary, affiliated, or related companies.

I hereby agree that I have read and understand this agreement and that no oral representations of any kind have been made to me, and that this agreement and the provisions of the HGTV *All American Handyman* (Season 3) Official Rules and Eligibility Requirements state our entire understanding with reference to the subject matter hereof. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both of us. Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed omitted, and this agreement with such provision or part thereof omitted, shall remain in full force and effect. This agreement shall at all times be construed so as to carry out the purpose hereof.

I have signed this release on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_

Name (please print) \_\_\_\_\_



**MATERIALS RELEASE**

For good and valuable consideration, the receipt which is acknowledged, the undersigned grants to Scripps Networks, LLC, d/b/a HGTV and its authorized representative, licensees, successors, and assigns (collectively, "SCRIPPS"), the right and license to use and exploit any materials (as hereafter defined), which I may furnish to SCRIPPS. The items to be covered by this release may include, without limitation, photographs, pictures, slides, or objects of any nature or kind, such items being hereafter collectively referred to as materials (the "Materials"). All images of the Materials captured on film, on tape or otherwise shall be referred to in this Materials Release as the recordings (the "Recordings").

I agree that SCRIPPS shall: (i) have the right to use the Recordings, in whole or in part, in any manner or media (whether now existing or created in the future), in perpetuity, in all languages, throughout the universe, and (ii) be entitled to use the Recordings as SCRIPPS deems appropriate, including, without limitation, for promotion and publicity purposes and (iii) own all rights in the Recordings. "Media" for purposes of this Materials Release shall include by way of illustration only: television broadcasts and rebroadcasts, newspapers, magazines, books (both paper and electronic), Internet, radio (both terrestrial and Internet-based), videotapes, CDs, DVDs and electronic databases.

SCRIPPS is under no obligation to use or exhibit the Recordings in any manner. I waive: (i) the right to inspect or approve of any use of the Recordings, (ii) any rights to injunctive relief I may have in connection with this Materials Release, and (iii) the right to revoke this Materials Release.

I agree to hold harmless and indemnify SCRIPPS, its licensees and assigns from all claims, demands, causes of action, damages, liabilities of any kind, and reasonable attorneys' fees which may arise out of or in connection with the making and/or use of the Recordings, specifying that SCRIPPS shall not use the Recordings in any manner that is embarrassing, detrimental or disparaging to me as shown in the Recordings.

I agree that no sum shall be due to me for execution of this Materials Release and SCRIPPS shall not be obligated to pay me or any third party any sum whatsoever, regardless of the time or method of any future use of the Recordings.

This Materials Release shall be governed by the laws of the State of Tennessee (excluding conflicts of law principles), regardless of the place of its physical execution and shall be binding on my legal representatives, heirs, and assigns and upon SCRIPPS, its licensees, and assigns. I represent and warrant that I am the sole owner (or the sole owner's authorized representative) or the sole legal custodian (or the sole legal custodian's authorized representative) of the Materials and have the right, power and authority to grant the rights set forth in this Materials Release. This Materials Release represents the entire understanding in effect between the parties.

Items covered by this Materials Release: VHS, DVD, Mini-DV, video links, videotape, photo of the undersigned, and any other "Materials" I provide to Scripps

Agreed to and Accepted:

By: \_\_\_\_\_ Location Address: \_\_\_\_\_  
(signature) \_\_\_\_\_

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_  
(please print)

Telephone No.: \_\_\_\_\_ Mailing Address (if different from above): \_\_\_\_\_

Date: \_\_\_\_\_