

## RELEASE and CONFIDENTIALITY AGREEMENT

For valuable consideration, the receipt of which from R. J. MOREAU COMMUNITIES, LLC ("Company") is acknowledged, I hereby expressly grant to Company and to its employees, agents, and assigns, the right to use and exploit 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 Company's advertising in any medium. I give to Company the foregoing consent and authority with the knowledge and understanding that Company will incur substantial expense in reliance thereon.

I have either volunteered to participate with the Company in the "**EXTREME MAKEOVER: HOME EDITION**" ("**Series**") or am a paid sub-contractor of the Company working in the Series, ("**Series**"), and will render services which may include, without limitation, painting, carpentry, tile work, plumbing, making beds, loading kitchens, carrying items, clean up etc. (the "**Services**"). I represent that I believe myself to be physically capable of performing the Services. I understand and acknowledge that no such precautions can completely eliminate the risks associated with my participation in the 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 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 the Company and each of their/its 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 Company.

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 have been advised that

**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.**