

The Rotem Smile of Your Life

Brought to you by Ron Rotem DDS P.C. and WJRZ

Participant Application
(Please print legibly or type)

Section I: Initial Information

1. Full Name

Last Name

First Name

Middle Name

3. Home Street Address (including City, State and Zip Code)

4. Work Phone - _____

5. Home Phone - _____

6. Cellular Phone - _____

7. Email Address - _____

8. Age as of the date of this application. _____

9. Date of Birth - _____

10. Gender- (check one) Male ___ **Female** ___

11. Height _____

12. Weight _____

13. Current Occupation - _____

Company name - _____

Title - _____

Dates of Employment - _____

Section II. Tell us about yourself

14. Why do you feel you should be chosen to receive the “Ultimate Smile Makeover”?

What about your smile are you most unhappy with?

15. How has your physical appearance of your smile affected your life?

16. Besides altering your smile, what is your biggest dream?

Section III – Consents and Releases

I, _____ hereby acknowledge that: I have answered the previous questions honestly and accurately; I satisfy all eligibility requirements set forth in the Contest rules; any misleading or false statement will be grounds for dismissal from the participant selection process, and/or from the promotion currently entitled “Smile of Your Life” promotion, if selected; even if I meet the above eligibility, the producers have no obligation to interview me, and/or select me as a participant. All decisions by the producers concerning selection of the participants are final and not subject to challenge or appeal and the producers are under no obligation to return any materials submitted by me as part of the application whether or not I am selected as the participant.

I understand that the promotion involves a “Smile of Your Life” procedure to be performed on the participant, which may include without limitation complete dental cosmetics (Veneers, teeth whitening, crowns, contouring, etc.) to create a new smile. I acknowledge that before participating in the promotion I will consult with my own physician and/or dentist regarding the advisability from a physical and emotional health perspective of my potential participation in the promotion. I represent that if I proceed with the participant selection process and am selected to be a participant in the promotion, I know of no reason, following consultation with my own physician, why I should not participate in the “Smile of Your Life”.

By submitting this application I hereby consent to the recording, use and reuse by the producers, sponsors and administrators of this contest, who are Dr. Ron Rotem of Ron Rotem DDS P.C., WJRZ, or GreenRose Media and any of their respective licensees (“Releasees”) the use of my voice, video taping, actions, likeness, name, appearance, biographical material, and any information contained in my application to be a participant in the “Smile of Your Life” or in any non-confidential materials submitted by me in connection with my application as edited, altered, or modified by the releasees, in any and all media now known or hereafter devised, in any and all versions, in or in connection with “Smile of Your Life”. I agree the producers may use all or any part of my likeness, and may alter or modify it regardless of whether or not I am recognizable. I understand that I will not be paid any money for giving Releasees these rights, or signing this agreement.

I authorize the producers and its designees to investigate, access and collect information about me, about any of the statements made by me in my application, any supporting documents and any other document that I have signed or do sign in connection with my application to be selected as a participant in the “Smile of Your Life”, or any other written or oral statements I make in connection therewith. I irrevocably authorize the producers to obtain any information from any references I have provided. I authorize any references to release any information requested by the producers. I specifically authorize motor vehicle record, civil record, criminal record and consumer reports to be released at the producer’s request. I agree to execute any authorizations, consents and releases requested from me by the producers and their respective designees in connection with their investigation of me. I hereby unconditionally and irrevocably release and forever discharge all Releasees and their employees and representatives from any and all liabilities arising out of or in connection with any such investigation.

I agree to undergo to the extent permitted by law and at the sole discretion of the producers any physical, mental or dental examinations requested by the producers in connection with my possible selection for and participation in the “Smile of Your Life”. If the producers require any examinations, medical personnel of the producers choosing will conduct the examination.

I acknowledge that I may not be selected to participate or my participation may be discontinued at any time if in the sole and exclusive discretion of the producers and /or its medical experts if the results of such tests indicate that I am not physically or mentally fit to participate in the “Smile of Your Life”. I understand and agree that any physical and / or mental assistance, examinations and / or sessions I may have with any

medical personnel retained by or associated with the producers, does not create a confidential relationship between myself and such medical personnel communicating with the producers. I authorize the release to the producers of all records and information, written, verbal, electronic or otherwise, from any of the above persons. I agree to sign any authorizations that the producers or a health care provider deems necessary to facilitate the release of such records and information. Without in any way limiting anything herein, I further hereby release, discharge, relinquish and hold harmless the producers and Releasees from any medical care assistance, treatment or services provided to me at any time whether such treatment or services are provided by health care professionals, paramedics, or any other person.

I agree to treat all information and material I receive or acquire as part of my participation in the participant selection process for the "Smile of Your Life" as strictly confidential, and will not disclose any such information to any third party. I specifically acknowledge that the financial value or the "Smile of Your Life" to the producers depends on confidentiality and I agree to be responsible for any and all damages, including consequential damages that the producers may suffer if I breach the confidentiality provision.

I agree to release, defend, indemnify and hold harmless the producers and all media and production companies affiliated with or associated with the "Smile of Your Life" and their respective employees, agents, officers and directors from and against any and all claims. In addition I release the producers and their agents from any actions, lawsuits, liabilities and expenses arising from or relating to: (a) my participation in the "Smile of Your Life" including, without limitation, the participant selection process, (b) the use of my likeness and / or the Materials, (c) any of my acts or statements relating to or in connection with the "Smile of Your Life"; and (d) any breach of my representations of warranties herein. I acknowledge that I may hereafter discover claims in addition to the ones released herein, and I hereby release the producers for any such unknown or unsuspected claims.

I acknowledge that in the event of a breach of this Consent and Release by the producers or any third party, the damage, if any, caused me will not be irreparable or otherwise sufficient to entitle me to seek injunctive or other equitable relief. I acknowledge that my rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and I acknowledge and agree that I will not have the right to rescind this release

or any of the Producer's rights hereunder, nor the right to enjoin the production, exhibition or other exploitation of the "Smile of Your Life", or any subsidiary or allied rights with respect thereto, or any other results and proceeds hereunder.

I acknowledge that any subsequent dental care after the completion of the "Smile of Your Life" is the responsibility of the participant and not the producers or any Releasee. Please Initial _____.

I acknowledge that if chosen as the winner of the "Smile of Your Life" I will be required to do several radio and television tapings for commercial use for a period of one year after the completion of the "Smile of Your Life" Procedures, and will make my self available to the producers upon their request. Please Initial _____

All applications must be submitted with a photo of the applicant's smile.

All applications must be submitted to WJRZ by email, or by sending or delivering the application to Ron Rotem DDS P.C., 355 Lakehurst Road Toms River NJ 08755.

I have read, understand, and agree with the foregoing application.

Name (Print or type) _____

Dated: _____, 2009