



Application Procedure:

If you would like a chance to participate in The Ultimate Fighter Season 12, please follow the procedures and note the eligibility requirements below. All Applications must be received by **April 1st 2010**

- a. Applicants must include a **DVD** when submitting the application. The DVD must have an interview at least 2 minutes long of yourself, along with fight footage.
The video will be retained, and will become property of Ultimate Fighting Productions, LLC, as set forth in the Applicant Agreement and Release below, and will not be returned to you, regardless of whether or not you are selected as a participant.
- b. All applicants should have at least 3 professional fights.
- c. You must be **21** years of age and have the legal ability to live and work in the United States.
- d. Applicants must complete the **Fighter Information Sheet** below.
- e. Applicants must print out, read, print their name, sign and date the **Applicant Agreement and Release**.

**PLEASE NOTE THAT
APPLICATIONS WILL ONLY BE CONSIDERED
IF THEY ARE COMPLETE AND ACCURATE,
OTHERWISE APPLICATIONS WILL NOT BE ACCEPTED.**

APPLICATIONS MUST INCLUDE:

- (1) A COMPLETED FIGHTER INFORMATION SHEET;**
- (2) A SIGNED AND DATED APPLICANT AGREEMENT AND RELEASE;**
- (3) A DVD; AND**
- (4) A PHOTO**

PLEASE SEND COMPLETED APPLICATIONS BY MAIL TO:

**The Ultimate Fighter™
13351-D Riverside Dr #437
Sherman Oaks, California 91423
U.S.A.**



THE ULTIMATE FIGHTER SEASON 12 FIGHTER INFORMATION SHEET
Along with this Fighter Information Sheet you must submit a signed Applicant Agreement and Release, a photo of yourself and a DVD that includes fighting footage and a short Interview.

NAME: _____ AGE: _____

DATE OF BIRTH: _____

Phone Numbers:
(HOME) _____ (CELL) _____

(EMAIL) _____

Current Mailing Address:

Occupation: _____

Ethnicity: _____

Marital Status (Married / Single / Divorced): _____
Children: (If yes, how many) Yes: _____ No: _____ I

Have you ever applied to any previous season of THE ULTIMATE FIGHTER?

Yes: _____

No: _____

If yes please list date, and season applied:

Weight Class: _____

Current Walking Weight: _____

Height: _____

Please list all weight classes you've previously fought in:

Professional MMA Record: _____ Amateur Record: _____
(ALL RECORDS WIL BE VERIFIED)

Please list your 3 most recent fights:

Opponent: _____ Win/Loss: _____ Date & Organization: _____

Opponent: _____ Win/Loss: _____ Date & Organization: _____

Opponent: _____ Win/Loss: _____ Date & Organization: _____

Team Affiliation (if any): _____

Other experience (i.e. amateur wrestling, kickboxing, etc.)

Please list any and all injuries / surgeries you have had and currently have:

Have you ever been arrested, or charged or convicted with a crime of any kind?

Yes: _____

No: _____

If yes please explain and list dates of occurrence:

Have you used any form of steroids in the past year?

(PLEASE BE HONEST ALL APPLICANTS WILL BE TESTED!)

Yes: _____

No: _____

Have you used any illegal substances in the last 6 months?

(PLEASE BE HONEST ALL APPLICANTS WILL BE TESTED!)

Yes: _____

No: _____

If yes please list substances:

Tell us something interesting about yourself:

**APPLICANT AGREEMENT AND RELEASE:
“THE ULTIMATE FIGHTER™” SERIES**

**BY SIGNING THIS AGREEMENT AND RELEASE YOU ARE
GRANTING AND WAIVING IMPORTANT RIGHTS. THEREFORE,
DO NOT SIGN THIS UNTIL YOU HAVE READ IT AND
UNDERSTAND IT**

Ultimate Fighting Productions, LLC (“You”)

Applicant (“I”)

1. **Grant of Rights** In consideration of your promise to consider in good faith my participation and inclusion in one or more Programs (defined below), and for other good and valuable consideration, receipt of which is hereby acknowledged, I hereby knowingly, willingly, voluntarily and irrevocably grant to you (and your successors, licensees, assigns, parents and co-producers) all rights in the submittal video tape in perpetuity (i.e. forever) throughout the universe, the right to use the recordings of the submittal video tape and make audio and visual recordings (still or motion) and other reproductions of me, my image, my silhouette, my voice, my conversations (telephonic or otherwise), my musical or other performances, my works of art and other creative expression, my actions and my physical likeness (as the same may appear in any still image or in any motion picture photography or other audio or visual recording, whether made during a screen test interview, during the course of production of the principal segment, or otherwise) (collectively, the “Recordings”). Furthermore, I hereby irrevocably grant exclusively to you (and your successors, licensees and assigns) all rights of every kind and nature whatsoever, in perpetuity (i.e., forever), to use my submittal video tape, my name, voice, likeness and biography [including, without limitation, facts and information obtained about me from me or from others, regardless of from whom or how obtained] and to portray, impersonate, or simulate me in any way whatsoever (**as determined in your sole discretion**) and to make use of any actions, incidents or episodes in my life (as incorporated in the Recordings, in still or motion audio and/or visual recordings of me from other sources, in any other media or forms now known or hereafter devised, or otherwise) in the production, performance, broadcast, distribution, exhibition, publicity, merchandising, print publication, marketing, promotions, cross-promotions, trade purposes and other exploitation of one or more audio and/or visual programs (including, without limitation, motion pictures television programs, exhibition of the Recordings and submittal video tape by network, syndication, basic cable, pay television, pay-over-the-air, closed circuit, hotel/motel, TVRO, SMATV, MMDS, MDS, DBS, Internet, wireless, and any other method, media, or forms now known or hereafter developed (hereafter collectively referred to as the “Programs”), including without limitation in and in connection with (a) one or more episodes of the television series presently known as “**THE ULTIMATE FIGHTER™**” (the “Series”), and (b) any personal appearances, articles, press releases, vignettes, features or segments following up on past participants who have appeared in the Series (e.g., a “Where Are They Now?” segment), whether such use is incorporated in episodes of the Series, in separate Programs, on the Internet, wireless, in marketing materials, at press or trade events, or in any other media or

forms now known or hereafter devised, as you determine in your sole discretion. I further hereby represent and warrant that I am the sole owner of the submittal video tape and Recordings.

2. **Right to Edit:** Without limiting any other provision hereof, I hereby grant you the right to edit, change and dub any of the Recordings with any other material, as you determine in your sole discretion.

3. Ownership of Series and other Programs, Recordings and Exploitation Rights/Publicity:

(a) I agree that you are and will be the exclusive owner of all copyright and all other rights of every kind and description in the Recordings, the Series, any other Programs and their underlying and constituent elements (including, without limitation, all rights of every kind and description in all Recordings I own or control which are used in the Series or any other Programs). I further agree that you will retain in perpetuity (i.e. forever), the submittal video tape and its Recordings.

(b) Without limiting the above, you have the exclusive and irrevocable right to distribute, broadcast, exhibit and otherwise exploit an unlimited number of times all or any portion of the Recordings, the Series, any other Programs and their constituent and underlying elements in any and all media, now known or hereafter devised, and by any and all now known or hereafter devised means, throughout the Universe, in all languages in perpetuity (i.e., forever), without any further obligation to me (except as expressly provided herein). Further without limiting the above, I irrevocably consent and grant you the exclusive right to use my name, voice, likeness and biography and any of the Recordings in merchandising and print publication, trade purposes and in any advertising, promotions, cross-promotions and publicity relating to the Series or any other Programs, their sponsors, distributors and exhibitors, or to the sponsors', distributors' and exhibitors' products and services, including (without limitation) on the Internet and/or wireless, or in any other media or forms now known or hereafter devised, **regardless of whether I appear in any episode of the Series or in the applicable other Program(s).**

4. **Potentially Embarrassing Material:** I acknowledge that, before signing and mailing to You this Agreement and Release, Fighter Information Sheet, and submittal video tape, and before appearing on the Series or other Programs and any publicity therefor, I have been advised of the format of the Series and I am fully familiar with the Series, and I have no objections to such format; I understand that the rights I grant to you herein may result in any or all of the following, and I hereby freely and fully consent to the same: (a) inclusion of material in the Series and other Programs which may potentially be embarrassing or emotionally trying; which may not be completely accurate in depicting my actual statements, thoughts, beliefs, motives, emotions, states of mind, health status, actions or ideas; or which may have the effect of reflecting negatively on me or my reputation; and (b) inclusion of material in the series and other programs which may result in the revelation that I am now engaged, or in the past have engaged, in acts which could result in civil liability or my criminal prosecution or the prosecution of others.

5. **Your Decisions Final:** Your decision on all discretionary matters (including selection of participants, activities and the material included in the Series or other

Programs) is final; without limiting the preceding you are not obliged to select me as a participant, and nothing contained in this agreement and release in any way obliges you to use any of the Recordings or the rights granted to you under this agreement and release or to prepare, produce, exhibit, distribute or exploit the Recordings, the Series, any other Programs or any of their elements. I waive any rights I might have to review, inspect or approve any use of the Recordings, the Series, any other Programs and their constituent and underlying elements, or the subject matter(s) raised in the Recordings, the Series, any other Programs, or any other use of their constituent and underlying elements, or the nature or content of any such use.

6. Medical and Other Conditions: I certify that I am not aware of any physical condition that may interfere with my participation in any of the activities that you may arrange, except as disclosed during the application, interview and screening process for the Programs. If I later become aware of any such condition, I will notify your designated production personnel in writing of the condition's existence prior to my participation in your activities. Without limiting the above, I will inform you during the application, interview and screening process or will notify you in writing if I have (or develop) serious back, neck or heart problems, epilepsy, fainting spells, or have (or develop) any other medical or other conditions that may expose me or any other participant or third party to risk, including, but not limited to HIV, Hepatitis B Surface Antigen, and Hepatitis C Antibody. I understand that I will be tested for drugs, including but not limited to steroids at your discretion. I will further be tested for HIV, Hepatitis B Surface Antigen, and Hepatitis C Antibody. I further will disclose if I have ever been charged with a felony or misdemeanor, and whether I have ever had a restraining order entered against myself. I agree that a background investigation will be conducted regarding me past activities, medical history and other aspects of my life. I agree that you reserve the right to disqualify me based on such disclosures, investigations, medical findings, and/or any positive drug related testing results.

7. Supplies, Services, Transportation and Accommodations: I acknowledge and agree that your arrangement at your cost of any supplies, services, transportation or lodging accommodations in connection with my participation in a segment or in any other activities in connection with the Programs is solely as a courtesy and creates no special duties or relationships between us respecting my health or safety or the safety of my property; I will look solely to the applicable transportation carrier, provider of lodging accommodations, or provider of the service or supplies respecting any property loss or damage and any personal injury, illness or death.

8. Representations and Warranties: I represent and warrant: (1) Unless the space provided below is signed by my parent or legal guardian, I am at least 18 years of age and all documentation I provide you of my age and my identity is unexpired, valid and authentic; (2) Any statements made by me in the application, interview and screening process for the Programs and in the Recordings will be true and complete, and none of my statements or actions will violate or infringe any laws or the rights of any person or entity; (3) I have the full and exclusive right to enter into this agreement and release and to make all grants of rights to you hereunder, all material in which rights are granted hereunder is original and either created by or otherwise exclusively owned by me, and I will obtain for your benefit all necessary consents to use still or motion audio and/or visual recordings of me from sources other than the Recordings; and (4) **I will give full written disclosure the application, interview and screening process for the Programs**

of any and all television programs (fictional, reality or otherwise) on which I have appeared (or have any plans to appear) in a speaking or featured role, and I will (from now until one year following the initial broadcast of a Series episode on which I am featured) update such disclosure to you in writing as soon as I make any further plans to appear in a speaking or featured role on any other television program.

9. Indemnification: I indemnify and hold harmless you, and your parents, affiliates, subsidiaries, successors, assigns, licensees, and all officers, managers, members, partners, shareholders, directors, employees, co-producers and agents of any of them, from and against any claim, action, suit or demand of any kind or nature whatsoever (including, without limitation, reasonable attorneys fees) arising from any breach of my representations, warranties or obligations under this agreement and release or from any statement or action of mine made during or in connection with my participation or appearance in the Recordings, on the Series or in any other Programs (including, without limitation, any unlawful or violent acts and any statements made by me about third parties).

10. Waiver of ALL CLAIMS: I AGREE THAT I WILL NOT ASSERT OR MAINTAIN AGAINST YOU, OR YOUR PARENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS, ASSIGNS OR LICENSEES, OR ANY OFFICERS, MANAGERS, MEMBERS, PARTNERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES OR AGENTS OF ANY OF THEM, ANY CLAIM, ACTION, SUIT OR DEMAND OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THOSE GROUNDED UPON INVASION OF THE RIGHT OF PRIVACY OR OF PUBLICITY OR ANY OTHER CIVIL RIGHTS, INFLECTION OF EMOTIONAL DISTRESS, DEFAMATION, LIBEL OR SLANDER, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED UNDER APPLICABLE LAWS, NEGLIGENCE OR INTENTIONAL ACTS OF ANY OF YOUR EMPLOYEES OR FOR ANY OTHER REASON IN CONNECTION WITH THE EXERCISE OF THE RIGHTS GRANTED TO YOU UNDER THIS AGREEMENT AND RELEASE OR IN CONNECTION WITH ANY GOODS, SERVICES, TRANSPORTATION OR OTHER ACCOMMODATIONS ARRANGED OR FURNISHED BY YOU. I hereby release and discharge you and all of your parents, affiliates, subsidiaries, successors, assigns and licensees, and any officers, managers, members, partners, shareholders, directors, employees, co-producers and agents of any of them from any liability arising from any use, exhibition, or other exploitation of the Recordings, the Series, any other Programs, or any exercise of the rights granted to you or acquired by you hereunder, as well as from any liability respecting any injury or damage to me or my property caused by the negligence or the actions or omissions of any other participant or other person in connection with the Recordings, the Series, or any other Programs. I will bring no action against you or your parents, affiliates, subsidiaries, successors, assigns or licensees, or any officers, managers, members, partners, shareholders, directors, employees or agents of any of them at law or equity respecting any such negligence, damage or injury.

11. Confidentiality: I will not discuss my participation with the Recordings and the Programs with any third party, nor will I disclose to any third party (except as compelled by legal process) any information about this agreement and release, you, other participants involved in the activities in which I participate, the Recordings, the Series and the other Programs. I will not discuss the Recordings,

the Series, the other Programs, and my participation therein, with members of the press without your express, written, prior permission.

12. Applicable Law/Consent to Jurisdiction: This Agreement and all matters or issues collateral thereto shall be governed by the laws of the State of Nevada applicable to contracts executed and performed therein. Any legal suit, action or proceeding arising out of or based upon this Agreement and Release, Fighter Information Sheet, application and submittal tape, or the transactions contemplated hereby may be instituted in the state courts in the Eight Judicial District Court for the State of Nevada, sitting in Las Vegas, Nevada, and You and I irrevocably submit to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such court in any such suit, action or other proceeding brought in any such court. Each of the parties hereto irrevocably consents to the service of process in any such proceeding by the mailing of a copy of the summons and complaint by first-class mail to such party in accordance with the notice provisions of this Agreement. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the state courts in the Eight Judicial District Court for the State of Nevada, sitting in Las Vegas, Nevada, and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

SSN: _____

ADDRESS: _____

PHONE: _____

ALL APPLICATIONS MUST BE SIGNED AND DATED