

**City Council Member Jolanda “Jo” Jones  
Presents the  
2<sup>nd</sup> ANNUAL HOUSTON SURVIVOR CHALLENGE  
APPLICATION**

Deadline: **September 10, 2009, by 5:00 p.m.**

All applications must be received and include the **\$50** non-refundable application fee is tax deductible. Checks must be made payable to the U’jana Conley Foundation for SIDS. Please include “**Houston Survivor Challenge**” in the memo line.

All monies raised equally benefit 501c3 non-profits:

The U’jana Conley Foundation for SIDS and Buffalo Bayou Partnership

**NOTE: Applicants not chosen as contestants will be allowed VIP viewing on one of two days of HSC competition (September 26th or 27th.)**

**So you've seen *Survivor* and now you want to participate in the *Houston Survivor Challenge (HSC)*, a re-creation of *Survivor*! You want to participate with and against reality TV stars from *Survivor*, *The Amazing Race* and *Pirate Master*. Here’s how to become a part of the *HSC*.**

**Please follow the selection process below:**

1. Download an application form at: [www.houstonsurvivorchallenge.com](http://www.houstonsurvivorchallenge.com). The Deciders (the selection jury) reserves the right, in their discretion, to extend the deadline as appropriate.
2. Twenty contestants will be selected by September 20, 2009, by 5:00 pm. All decisions made by the Deciders are final and not subject to review or appeal.

Who is eligible to be selected for the challenge?

- All contestants must be 17 years or older at the time of application. Applicants younger than 18 years old **MUST** have parental consent.
- All contestants must be in sufficient physical and mental health.
- All finalists will be required to complete the Medical History Form (to be furnished to the selected applicants).
- All finalists must undertake physical examinations and testing (to be conducted by medical personnel selected by the Deciders) and meet all physical requirements.

Beyond these basic qualifications set forth in this Application, we are looking for a diverse group of men and women who represent a broad cross section of the great City of Houston! Our competitors will be in sufficient physical health to participate actively and otherwise in the *HSC* on Saturday, September 26 - 27, 2009 at Eleanor Tinsley Park.

Contestants will be selected based upon having the following traits:

- Unique
- Strong-willed
- Outgoing
- Adventurous
- Physically and mentally adept
- Adaptable to non-modern convenience environments
- Interesting lifestyles, backgrounds and personalities

In an effort not to interfere with professional responsibility, every effort will be made to schedule interviews and activities in the evening. The schedule for applicant interviews and event activities are as follows:

**INTERVIEWING:**

**Friday - Saturday, September 11<sup>th</sup> – 12<sup>th</sup> – Semi-finals – (evening – exact time TBD)**

**Friday - Saturday, September 18<sup>th</sup> – 19<sup>th</sup> – Finals – (time TBD)**

**EVENT ACTIVITIES:**

**Friday, September 25<sup>th</sup> – Competitors Sequestered – (evening – exact time TBD)**

**Saturday – Sunday, September 26<sup>th</sup> – 27<sup>th</sup> HSC – (2 DAYS)**

Interviews will be conducted as identified above. You must be able to attend the interviews in order to qualify for selection. A slight exception may be made for applicants that are not local. If you are chosen as a contestant, you must arrive at a confidential designated location on Friday, September 25, 2009, one (1) day before the *HSC*, on Saturday, September 26, 2009. You must agree to have contact with no one, including but not limited to your family, friends or employer. You must agree not to disclose to anyone, via any means of communication, including but not limited to email, computer, phone, cell phone, video phone, tape recorder, etc., once you are contacted by the *HSC*.

1. Name:
2. Age:
3. Address:
4. Phone Numbers (home & cell & work):
5. Height:
6. Weight:
7. Occupation:
8. What are your three favorite hobbies and why?
9. What three (3) adjectives best describe you and why?
10. What three (3) adjectives would your friends use to describe you and why?
11. What are your pet peeves and why?
12. What accomplishment you are most proud of and why?
13. What is your favorite TV show/ movie / music and why?
14. How much official CBS *Survivor* have you seen? How much of a fan are you?
15. Who are your three (3) favorite official CBS *Survivor* cast members, if any, and why?
16. Who are your other reality TV favorites, if any, and why?
17. Describe your perfect day.
18. Have you ever applied for the official CBS *Survivor*? If so, how many times?
19. What three (3) non-survival-related items you would take with you on the official CBS *Survivor* to the remote location.
20. What would be the craziest, wildest thing you would do to compete in the *HSC*?
21. If you were marooned on an island, which official CBS *Survivors* would you most want to be stranded with?
22. What sports or hobbies, if any, do you do regularly?
23. How fit are you on a scale of 1-10? (1= couch potato; 10 – should' a – could' a been an Olympic Athlete)
24. Have you been treated for any serious physical or mental illness(es) within the last three (3) years?

25. Have you ever been arrested or been the subject of any disciplinary charges of any kind?
26. Why do you believe that you will win the *HSC*?
27. Who is your hero and why?
28. What is the silliest thing you've ever done and would you change it if you could and why?
29. If you could be any animal, what would it be and why?
30. What's your favorite non-profit and why?
31. Do you have a nickname? If so, how did you get it?
32. If you could live anywhere in the world, where would it be and why?
33. Are you available for all of the times and dates needed to be considered as a contestant for *HSC* (one [1] day prior to the *HSC* and any interview time after September 19, 2009, sometime during the weekends or evenings)?
34. Please provide (1) 8 x 10 photo.
35. Please provide a two (2) minute DVD of why you should be picked for the *HSC*. Creativity is encouraged. (Optional)

The information contained above is accurate and complete to the best of my knowledge.

Signature: \_\_\_\_\_

Parent's Signature for 17 year olds: \_\_\_\_\_

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

## RELEASE AND WAIVER

Please print your full name:

Please read, fill out, sign, and date the following (& if you are 17 years old MUST have parent's signature):

As the HOUSTON SURVIVOR CHALLENGE (the "CHALLENGE") is an event, put on for the express purpose of raising money for the U'jana Conley Foundation for Sudden Infant Death Syndrome and the Buffalo Bayou Partnership, both of which are 501 (c) 3s; and whereas a number of community service committed people and organizations have volunteered to help in this charitable cause; I agree to release, waive and hold harmless anyone, including but not limited to elected officials, in their elected and/or individual capacities and/or group(s) and/or organizations, charitable or otherwise, and/or businesses and/or volunteers associated with the producing of the CHALLENGE, for any injury, physical or otherwise, which may occur, including death and/or dismemberment.

I hereby acknowledge that: (i) I understand, satisfy, and agree to be bound by, the eligibility requirements for the CHALLENGE; (ii) I have answered and will answer all questions posed to me honestly and accurately; (iii) If any of the information that I have provided or will provide is found to be false or incomplete this may be grounds for dismissal from the CHALLENGE selection process, and/or my being dismissed as a CHALLENGE contestant, if previously selected as a contestant; (iv) Even if I meet the eligibility requirements, CHALLENGE, and/or any of its respective licensees, assignees, or parents, or affiliated or subsidiary companies (collectively, "the Deciders") have no obligation to conduct any initial and/or follow-up interview with me, and/or select me as a contestant; (v) Even if I am selected as a contestant, the Deciders have no obligation to produce the Challenge and no TV station that may work with the CHALLENGE has no obligation to broadcast it, even if it is produced, (vi) In the event that the CHALLENGE is cancelled, or not broadcast for any reason, the Deciders have no obligation to award any prize, (vii) All decisions by the Deciders concerning selection of the contestants and winners in the CHALLENGE are final and not subject to challenge or appeal; and (viii) the Deciders shall own and shall have no obligation to return or maintain any materials submitted as part of my application whether or not I am or am not selected as a contestant.

By submitting this application I hereby consent to the recording, use and reuse by the Deciders, and/or any of their respective licensees, assigns, parents, subsidiaries or affiliated entities and each of the respective employees, agents, officers and directors (collectively "Releasees") of my voice (including, without limitation, my speaking and singing voices), actions, likeness, name, appearance and biographical material (i.e., collectively "Likeness") in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the CHALLENGE and the promotion and exploitation (in any form or media) thereof. I agree that 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 any application materials (videos, photos, etc.) that I may have provided in connection with my application for or participation in the CHALLENGE and any photos and video or recordings of any kind that Deciders will make of me in connection with the CHALLENGE and my application therefore (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 worldwide, in perpetuity. Without limiting the foregoing in any way, I further agree that Releasees may use my Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for the CHALLENGE or any exploitation of the CHALLENGE of any kind. I grant the rights hereunder whether or not I am selected to participate in the CHALLENGE in any manner whatsoever. I release Releasees from any and all liability arising out of their 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 and any claims based on defamation or libel or false light). 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 the Deciders, and have the complete, unfettered right to grant to the Deciders, an irrevocable, unlimited, perpetual, worldwide, royalty and payment-free license to use and reproduce such Materials in the CHALLENGE and in connection with any promotion, publicity, marketing or advertisement for the CHALLENGE or any exploitation of the CHALLENGE of any kind, in any and all media now known or which may exist in the future. I understand that the Deciders make no representation that such Materials will or will not be used in any way.

This agreement shall be deemed to be entered into in Harris County, Texas, and shall be governed by and interpreted in accordance with the laws of the State of Texas applicable to agreements executed and fully carried out within Texas. Any action, proceeding or litigation concerning this agreement or my appearance or participation in the Series may only be brought in Harris County, Texas, and I hereby agree that the courts of Harris County, Texas, shall have exclusive jurisdiction over me and the subject matter of any such proceeding. The parties agree that the greatest amount of money available to recover in any disputes or controversies arising under or related to this agreement is \$0.00. The parties agree that any and all disputes or controversies arising under or relating to this agreement or any of its terms, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this agreement, or any provision thereof, and any and all disputes or controversies arising under or relating to my possible appearance or participation in the CHALLENGE, shall be resolved by binding arbitration in accordance with the following procedure: either (i) the Deciders and I shall mutually select an arbitrator, who shall be a retired judge of a state or federal court or (ii) if we cannot agree on such arbitrator, the Deciders and I shall each select one arbitrator, who shall both be retired judges of state or federal courts and those two arbitrators shall then select a third arbitrator, who shall also be a retired judge of a state or federal court. All arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), through its Harris, Texas office. The parties agree that the arbitrator's ruling, or arbitrators' ruling, as applicable, in the arbitration shall be final and binding and not subject to appeal or challenge. 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 to any third party to such proceedings, except the arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties; provided that such arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties each first agree in writing that such information and documents will be treated by them as confidential, consistent with this provision. Notwithstanding the foregoing, the parties hereto agree that nothing in this paragraph or in any of the applicable rules of the AAA, shall prevent Decider from seeking provisional relief outside of arbitration, including but not limited to equitable and/or injunctive relief, pending the arbitrator's final decision.

Without limiting the foregoing, any provision of this agreement that is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this agreement invalid, illegal or unenforceable in any other jurisdiction. This agreement expresses the entire understanding between me and the Deciders and replaces any and all former and contemporaneous agreements, understandings or representations between me and the Deciders. Any laws that require or suggest that the interpretation of a document or agreement, or the resolution of any ambiguities contained therein, should be resolved against the drafter of the document or agreement, are hereby waived. No modification, alteration or amendment of this agreement will be valid or binding unless in writing and signed by both me and the Deciders. No waiver by the Deciders of any term or condition of this agreement will be construed as a waiver by the Deciders of any other term or condition; nor will any waiver by the Deciders of any default under this agreement be construed as a waiver by the Deciders of any other default. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The Deciders may freely assign, in whole or in part, any of their rights or obligations under this agreement. I may not assign my rights and obligations under this agreement.

I have signed this release on the \_\_\_\_\_ day of \_\_\_\_\_, 2009

Signature: \_\_\_\_\_

Name (Please print or type): \_\_\_\_\_

**FINAL CHECKLIST** –Your *HSC* submission **must** include:

- Completed and signed application form (download at:  
[www.ujanaconleyfoundation.org/hsc/Challenge\\_Application.pdf](http://www.ujanaconleyfoundation.org/hsc/Challenge_Application.pdf))
- \$50 non-refundable application fee (check or money order made out to U'jana Conley Foundation for SIDS.  
Please include “*HSC*” in the memo line. Application fee can be paid on-line at:  
<http://www.ujanaconleyfoundation.org/>)
- Completed and signed questionnaire
- Signed release and waiver
- Signed Medical release form
- 8x10 photo

All applications must be received at: **PO Box 821312 Houston, TX 77282-1312** and include the **\$50** application fee.