

Literally Signing Your Life Away

By Reg P. Wydeven
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It seems like today's television is dominated by reality shows. Many of these shows share a theme of pitting contestants against one another and eliminating some of them each week until only the winner is left standing. Because many shows pay the participants more the longer they stick around, and the longer they're on TV the greater their exposure, the name of the game is not getting eliminated. Not surprisingly, contestants will connive and scheme against one another, or use their sexuality, or both, to avoid getting voted off. And all this makes for good TV.

Nothing epitomizes this formula better than ABC's 'Bachelor in Paradise,' which features contestants from previous seasons of 'The Bachelor' or 'The Bachelorette.' The participants travel to some exotic locale to play a game of musical chairs for romance, as contestants that fail to 'couple up' are sent packing.

Production on the most recent season of the show was temporarily suspended due to allegations of sexual misconduct. Warner Bros., which produces the show, resumed filming after its investigation showed no evidence of misconduct. But new rules are in place: contestants are not allowed more than two drinks per hour and they also must ask for permission before having sex. Producers can "pull the plug" on any sexual encounter if either party is "incapable of giving consent."

The alleged perpetrator knew he would be vindicated because cameras literally capture the contestants' every move. And they do.

CNNMoney actually obtained a copy of a contract that 'Bachelor in Paradise' contestants must sign prior to participating in the show. Shockingly, the contract is pretty skewed in favor of ABC, the network that airs the show.

The contract reads, in part, that contestants consent to producers having "the right to change, add to, take from, edit, translate, reformat or reprocess... in any manner Producer may determine in its sole discretion." In other words, producers can basically manipulate footage to make the show play out any way they want to, even making it look like events happened that, in actuality, did not.

Knowing that sex and drama, especially combined, result in the highest ratings, producers will edit the show in a way that will garner the most viewers. While the contract is heavily slanted, at least ABC forewarns contestants that their "actions and the actions of others displayed in the Series may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature and may expose me to public ridicule, humiliation, or condemnation."

The contract does preclude participants from behaving in an unlawful or harassing way, and indicates that producers do not encourage "intimate or sexual" contact between contestants. But that's why people tune in, so it's going to happen. If it does, the contract provides that contestants waive any liability for injury on the part of producers, even if that injury comes from unwanted sexual contact.

If contestants decide they do want to sue the producers, they will not get their day in court. The contract contains a provision that requires participants to waive their right to a jury trial in favor of binding arbitration. Again, this clause protects producers, for contestants cannot appeal the arbitrator's decision and the proceedings are confidential. Therefore, tabloids can't find out the results, unlike lawsuits which are public.

Why would contestants sign such a one-sided contract? Simple – they desperately want to be on TV, and if they object to the contract, there's a long line of willing participants waiting to sign.

So "reality TV" is a bit of an overstatement.

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