

## PHOTO/VIDEO SUBMISSION RELEASE AGREEMENT

1. In accordance with the terms of this agreement, I am submitting to you the material (the "Material") described below and enclosed with this letter, which I request that you view and consider for possible use in and in connection with the documentary currently entitled *Never Sleep Again: The Elm Street Legacy* (the "Documentary").
2. I acknowledge, understand and am fully aware that:
  - (a) if you choose to view and consider the Material, you will be performing a valuable service to me;
  - (b) you will accept the Material for possible consideration only if I agree to each and all of the terms and provisions of this letter agreement, and will otherwise refuse to accept, consider or otherwise evaluate the Material;
  - (c) you have no obligation to view, evaluate, use or otherwise exploit the Material in any way whatsoever;
  - (d) the Material is not being submitted in confidence or in trust, and no confidential or fiduciary relationship is intended, created or implied;
  - (e) you have access to, or may have already developed, many ideas, concepts, materials, properties and other works which may be similar to the Material;
  - (f) I will not receive any compensation for submitting the Material;
  - (g) no other agreement, written or oral, express or implied, exists between us with respect to the Material, nor have you made any inducements promises or representations to me with respect to same; and
  - (h) you are not obligated to return the Material to me and not liable if it is lost, misplaced, stolen or destroyed, that I have kept at least one (1) copy of the Material, and that the Material shall be your sole and absolute property for any and all purposes whatsoever in perpetuity.
3. I represent and warrant that:
  - (a) I am at least eighteen (18) years of age and am not a member of AFTRA or any other guild, union or collective bargaining agreement ("Guild") which may be applicable to, or have jurisdiction over, the Material or my appearance therein;
  - (b) I am the sole owner, creator and author of the Material and that it is original with me;
  - (c) I have full right, power, privilege and authority to submit the Material to you and to make this agreement;
  - (d) I own and/or control the Material and all elements and rights therein and thereto;
  - (e) your use of the Material will not defame or infringe upon or violate the rights of privacy, publicity, copyright, trademark or any other rights of any third party; and

- (f) I have obtained all required consents, releases and permissions necessary for any use of the Material, including but not limited to any required permissions from any other person(s) appearing in the Material; and the consent of no other person or entity is required to use or exploit the Material.
4. For good and valuable consideration, including but not limited to your receiving and evaluating the Material at my request and the possible use and exposure of the Material in and in connection with the Documentary, I hereby:
- (a) grant to you, your licensees, successors and assigns the exclusive right to reproduce, exhibit, perform, display, broadcast, use and otherwise exploit the Material, including without limitation my name, likeness, physical movements, voice and other sound effects (collectively, "Name, Etc.") and the Name, Etc. of any other person(s) appearing in the Material, in whole or in part, in any and all languages, formats and media now known or hereafter devised, throughout the world, in perpetuity, including without limitation in and in connection with the Documentary and the advertising, exhibition, promotion, publicity and any other exploitation thereof, for no compensation;
  - (b) expressly and forever waive, release and irrevocably discharge you, each of your successors, assigns, licensees and parent, subsidiary, affiliated and related companies and entities, and each of the foregoing's respective officers, directors, shareholders, employees, agents and representatives, and any other entities or persons deriving rights from them (the "Releasees"), from and against any and all claims, liabilities, demands, actions, costs and expenses (including attorneys' fees), whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, suspected or unsuspected, and whether founded upon any alleged contract, express or implied, quasi-contractual obligation, confidential relationship, plagiarism or other infringement and/or any other alleged right ("Claims"), which I or my heirs, executors, administrators, successors and/or assigns ever had, now have, or may, shall, or hereafter have in connection with your access to or use of the Material, any element thereof, any material substantially similar to the Material, or material derived from the Material. I agree that I will not assert or maintain any Claims against the Releasees, and will indemnify, defend and hold the Releasees harmless from and against any Claims by me or any other person, firm or corporation in connection with the Material or its use. I hereby specifically waive the provisions of California Civil Code Section 1542 and any similar provisions and/or principals under the laws of California, or any other applicable jurisdictions.

Section 1542 provides:

"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 his settlement with the debtor."

- (c) agree that all rights granted to you hereunder are irrevocable and without right of rescission; that in no event shall I have the right to rescind this agreement, revoke or restrain the exercise of any of the rights herein granted or enjoin or restrain the production, broadcast, distribution or exhibition of the Documentary or use of the Material; and that I will have no right to seek or obtain injunctive or other equitable relief with respect to this agreement, the Material or any other subject matter herein; and
- (d) agree to complete and execute your standard form agreement and any other agreements and documents required by you in connection with use of the Material.

- 5. If any provision hereof shall be void or unenforceable, such provision shall be deemed omitted or modified so as to achieve enforceability, and this Agreement shall otherwise remain in full force and effect. The terms "you", "your" and words of similar import as used herein shall be deemed to include you, your agents, principals, clients and licensees, the networks and other media on which the Material or any part thereof may be used and your and their respective affiliates, associates, subsidiaries, parents, successors, assigns, sub-agents, licensees, sub-licensees, and lessees, and the agents, subagents, servants, employees, officers, directors and stockholders or you and all of them, jointly and severally. This agreement shall be governed by the laws of the State of California (without regard to its conflict of laws provisions), and I hereby agree to the exclusive jurisdiction and venue of the federal and state courts located in Los Angeles, California.
- 6. If more than one party signs this agreement in connection with the submission of the Material, then references to the singular "I", "me" or "my" throughout this agreement shall apply to each party, jointly and severally.

Very truly yours,

Signature of Parent or Legal Guardian (if under 18)

\_\_\_\_\_  
PRINT OR TYPE NAME

\_\_\_\_\_  
PRINT OR TYPE NAME

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

**DESCRIPTION OF MATERIAL (check all that apply):**

Video \_\_\_\_ Quantity \_\_\_\_ Format (DVD/tape) \_\_\_\_\_

Is the video in high-def (HD/1080) or standard-def (SD/480) format? \_\_\_\_\_

Still Photographs \_\_\_\_ Quantity \_\_\_\_

File Name (if uploaded as digital content): \_\_\_\_\_

**First and last name of all persons appearing in the Material:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

(attach additional names if required)

**Have you been granted express permission from each person appearing in the Material under all of the terms and conditions contained in this Agreement?**

Yes \_\_\_\_

No \_\_\_\_

**Are you and all persons appearing in the Material at least 18 years of age?**

Yes \_\_\_\_

No \_\_\_\_ *(if "No," Parent or Legal Guardian of any minor must sign a copy of this form)*

**Please describe the contents of the Material:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Email \_\_\_\_\_