

RELEASE FORM

TO: ORIGINAL PICTURES INC., its subsidiaries and affiliates (collectively the "Producer")

FROM: _____ ("Owner")

TITLE: _____ ("Material")

FORM OF MATERIAL: _____
(e.g. screenplay, treatment/synopsis, novel, play, movie, etc)

NUMBER OF PAGES or LENGTH OF FILM: _____

WGC/WGA REGISTRATION NO. (If any): _____

COPYRIGHT REGISTRATION (If any): _____

Producer receives numerous unsolicited submissions and has access to and/or may create or have created literary material, formats, stories and the like, and that many such submissions received by Producer are similar or identical in theme, idea, plot, or other respect to those developed by Producer or its employees or otherwise made available to Producer. For the avoidance of any future potential conflict, Producer has adopted the policy, with respect to the unsolicited submission of material, of refusing to accept, consider or evaluate unsolicited material unless the person submitting such material has signed a release form in a form substantially the same as this Release Form.

Now therefore, the Owner:

1. requests that Producer read and evaluate the Material with a view to deciding whether Producer will undertake to acquire it.
2. represents and warrants that Owner is the sole owner and author of the Material, that Owner has the exclusive right and authority to submit and/or convey the Material to Producer upon the terms and conditions stated herein. Owner agrees to indemnify Producer and Producer's employees from any and all claims, losses or liabilities (including reasonable attorney's fees) that may be asserted against Producer or any of Producer's employees or incurred by Producer or Producer's employees at any time in connection with the Material, or any use thereof, in connection with any breach or alleged breach of the foregoing representations and warranties.
3. agrees that any part of the Material which does not in itself constitute protectable literary property may be used by Producer or any of Producer's employees without any liability to Owner, and that nothing in this Release nor the fact of this submission of the Material to Producer shall be deemed to place Producer in any different position than any member of the public with respect to such Material.
4. agrees that Owner will not be entitled to any compensation because of the use by Producer of any such similar or identical material independently created by Producer or any other party.
5. shall retain all rights to submit this or similar material to persons other than Producer. Owner understands that no confidential relationship is established by Owner submitting the Material to Producer hereunder or by reason of any agreement between the parties.

