

SAMPLE ONLY*

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WAIVER AND RELEASE

I, _____, the undersigned (referred to herein as “Releasor” or “I” or “My” or “Me”, as appropriate to the context), have expressed interest in submitting certain creative materials, including programming ideas, proposals, program formats, marketing or promotional plans, treatments or other content (the “Material”) to _____ (“[RECIPIENT – Company or Person]”) for review. By signing and returning this agreement, I confirm that I have read and agree to all of the terms included herein (the “Agreement”). This document constitutes the entire understanding between [RECIPIENT] and Me (collectively, the “Parties” or “Us” or “We”) regarding the submission of the Material.

1. In consideration of Releasor’s acceptance of the terms of this Agreement, [RECIPIENT] shall have the right, but not the obligation, to review the Material.
2. I acknowledge that there does not now exist, nor will there exist, a fiduciary relationship between Me and [RECIPIENT] . I acknowledge that [RECIPIENT] has not solicited the submission of the Material and that I am submitting the Material to [RECIPIENT] voluntarily. I understand that We have not yet agreed to any terms regarding the use of the Material and I acknowledge that no obligation of any kind is assumed by, or may be implied against, [RECIPIENT] unless and until a separate written agreement has been executed between Me and [RECIPIENT] regarding use of the Material, at which point the obligations regarding use of the Material will be as set forth in such separate executed agreement.
3. I understand that this Agreement applies to all Material submitted by Me or by any other source, directly or indirectly, on My behalf, whether submitted to [RECIPIENT] prior to, at the time of, or after the execution of this Agreement.
4. I represent and warrant that I am the sole creator, author and owner of the Material, or that I have all necessary rights and authority to submit the Material. I further warrant that no rights to the Material have been previously granted to anyone, and that the Material has not been otherwise exploited.
5. I acknowledge that [RECIPIENT’S] receipt and/or review of the Material in accordance with this Agreement does not mean or imply that [RECIPIENT] considers it unique, valuable, or usable. I

understand that **[RECIPIENT]** may be developing similar ideas independently or may receive comparable submissions from others. I am aware that **[RECIPIENT]** may have many projects in various stages of development and that other individuals, including but not limited to **[RECIPIENT's]** employees, may have submitted to **[RECIPIENT]** (or to others), or made public, or may hereafter originate, submit, or make public, similar or identical material received or developed from other sources which **[RECIPIENT]** shall have the right to use, and I acknowledge and understand that I will not be entitled to any compensation because of **[RECIPIENT's]** use of such other similar or identical material.

6. Subject to the terms of this Agreement, **[RECIPIENT]** agrees not to use any legally protectable portion of the Material unless compensation for the use of the Material is mutually agreed upon in a separate signed written agreement. However, I acknowledge that any compensation provided will not exceed what is normally paid by **[RECIPIENT]** for material from comparable sources.
7. Any disputes arising from or related to this Agreement, including without limitation any claim that **[RECIPIENT]** has used any legally protected portion of the Material in violation of this Agreement, will be governed by the laws of the State of _____, and both Parties consent to the jurisdiction of the state and federal courts located in _____ County. I agree to assert any claim arising from or related to this Agreement not later than _____ **[days/weeks]** after the date on which I first became aware (or reasonably should have been aware) of any alleged use or intended use of any legally protectable portion of the Material. I understand and agree that My remedies, if any, are strictly limited to monetary damages, and I expressly waive the right to seek an injunction or interfere with the production, exhibition, distribution, licensing, advertising, or promotion of **[RECIPIENT's]** content, programming, promotional or marketing plans, and/or subsidiary rights in connection therewith.
8. I agree to retain a copy of the Material and this Agreement. I expressly release **[RECIPIENT]** from any and all liability for damage to, or loss of, the Material, and acknowledge that **[RECIPIENT]** is not obligated to return the Material to Me.
9. I understand that My delivery to and request that **[RECIPIENT]** review the Material pursuant to this Agreement constitutes My irrevocable acceptance of the terms of this Agreement, and I understand that **[RECIPIENT]** is relying on this signed Agreement in considering the Material for review. I acknowledge that **[RECIPIENT]** will make reasonable efforts to keep the Material confidential.
10. I understand that this Agreement represents the complete understanding between Me and **[RECIPIENT]**, and supersedes any prior discussions or agreements, whether written or oral. I acknowledge that any modification to or waiver of the terms of this Agreement must be in writing and signed by both of Us. If any provision of this Agreement is found to be invalid, the remaining terms shall remain in effect to the fullest extent practicable consistent with the law.

11. I confirm that I am signing this Agreement voluntarily, without coercion or undue influence, and with a full understanding of its terms and implications.

12. As used in this Agreement, the terms “Releasor”, “I”, “My”, “Me”, the “Parties”, “We”, and “Us” include and bind Me, the undersigned Releasor and any and all legal representatives of the undersigned Releasor. As used in this release, the term “[RECIPIENT]”, the “Parties”, “We”, and “Us” includes and inures to the benefit of [RECIPIENT], and its successors, assigns, employees, officers, directors, licensees, and associated companies and individuals.

ACCEPTED & AGREED:

Releasor

[RECIPIENT]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____