

**Project Twenty1 2014 21-Day Filmmaking Competition
Waiver and Release Form**

(To be signed by all Cast and Crew who are not Team members)

1. For good and valuable consideration the adequacy of which is hereby acknowledged, the undersigned ("I", "me", "my") has agreed and hereby agrees to participate in and in connection with (a) a motion picture ("Film") being produced by _____ ("Team Leader") as part of the 21-Day Filmmaking Competition ("Competition") and (b) behind the scenes recordings taped, filmed, recorded and/or otherwise produced by Project Twenty1 with regard to the Competition and the making of the Film (the "Documentary Footage"). For the purposes hereof, the Film and the Documentary Footage shall be collectively referred to as the "Footage".

2. As used in this Waiver and Release ("Release") the term: (a) "Releasing Parties" means and refers to each of me, my heirs, next of kin, spouse, spousal equivalent, guardians, legal representatives, executors, administrators, successors and assigns; and (b) "Released Parties" means and refers to Team Leader and Project Twenty1 and each and all of their respective parents, subsidiaries, related and affiliated companies, licensees, sponsors, successors and assigns, and their directors, officers, employees, agents, contractors, partners, shareholders, representatives, Competition team members and members of each of the foregoing entities.

3. I hereby grant to Team Leader and Project Twenty1 and their respective parents, affiliates, subsidiaries, licensees, successors and assigns (collectively, the "Licensed Parties") without limitation: (i) the right to film and record my participation in the Competition and (ii) the non-exclusive, worldwide, royalty-free, irrevocable right to use my name, performance, voice, signature, photograph, and likeness (collectively, the "Image Rights") in connection with any and all production, distribution, advertising, publicity, promotion, exhibition and other exploitation of the Footage or Competition in any and all media whether now known or later invented an unlimited number of times, without any obligation or payment of any kind to me whatsoever. Any materials developed which include the Image Rights, including, but not limited to the Footage shall hereinafter be referred to as the "Materials".

4. I agree that Team Leader shall be the exclusive owner of the Film and Project Twenty1 shall be the exclusive owner(s) of the Documentary Footage giving both Team Leader and Project Twenty1 the right to, without limitation, in perpetuity throughout the world, in any and all languages, in any and all media now known or hereafter invented: exhibit, broadcast, use, reproduce, license and sublicense all or any part of the Materials; edit, dub, subtract from, add to, modify, rearrange, translate, combine the Materials with any other material and/or incorporate it into other program(s).

5. Except with regard to my Image Rights, I acknowledge that I do not have any right, title or interest, and agree that I will not claim any right or interest in or to the Footage. To the extent required under the applicable copyright laws regarding ownership of any Footage produced hereunder or the content or use thereof, the product of my services hereunder will be considered a "work made for hire", specially commissioned and/or made in the course of services rendered, or, if not legally capable of being considered as such, then and in such event I hereby irrevocably and unconditionally assign to Team Leader and Project Twenty1 any and all rights, title and interest I may have in or to such Materials, including without limitation all so called rental and lending rights and rights of communication to the public. Without limiting the foregoing, I hereby waive any so-called "moral rights" or "droit moral" under the law in force in any part of the world in connection with the use of the Materials and any right of inspection or approval of the Materials.

6. I represent that my performance in the Materials and the rights granted hereunder do not and will not to the best of my knowledge infringe upon the rights of any third party or violate any other commitments or obligations by which I am bound, including but not limited to, contracts, union codes or other professional obligations applicable to my services. I represent and warrant that I have all rights and authority to enter into this Release and to grant the rights granted herein. No other authorization is necessary to enable Team Leader and Project Twenty1 use my Image Rights and the Footage for the purposes herein contemplated. I acknowledge that I have been informed that the Footage is not subject to agreements with any union or labor organization involved in the performing arts, including, but not limited to, the Screen Actors Guild.

7. I voluntarily assume any and all risks, known or unknown, associated with (a) my participation in the Competition, (b) the Film or Documentary Footage and (c) the broadcast, exhibition or promotion of the Film or the Documentary Footage (collectively my "Participation"). I hereby waive and release any and all rights, demands, losses, liabilities claims and causes of actions whatsoever which I may have now or hereinafter be entitled to assert, including but not limited to any death, injury, loss of enjoyment or other harm or loss of any nature whatsoever caused by, contributed to, or arising out of my Participation. I acknowledge that this waiver is an essential and material term of this Release and without such waiver neither Team Leader nor Project Twenty1 would have accepted my Participation. I understand and acknowledge the significance and consequence of this Release and the specific waivers set forth herein.

8. I agree to indemnify and hold the Released Parties harmless for all costs, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or related to any third party claims or actions arising out of or related to my Participation, including, without limitation, any injury, accident, death, or damage to person or property, whether or not arising out of the Released Parties' acts, omissions or negligence.

9. The Released Parties shall have the right to freely assign and license this Release and all or a portion of their rights and remedies hereunder, without my consent. This Release shall bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. Should any provision hereof be found invalid, in whole or in part, it shall not affect the validity or enforceability of any other provision hereof or of that provision insofar as it is not invalid or unenforceable. Any waiver of any term of this Release in a particular instance shall not be a waiver of such term for the future.

10. The validity, interpretation and legal effect of this Release shall be governed by the laws of the Commonwealth of Pennsylvania applicable to agreements executed and fully performed within the Commonwealth of Pennsylvania and shall be resolved by the courts situated in the County of Montgomery County, in the Commonwealth of Pennsylvania.

11. I understand that this is a complete RELEASE and DISCHARGE of all claims and rights against the Released Parties and that no action will be taken by me or on my behalf with respect to any such rights, it being understood that this Release shall be binding upon all of the Releasing Parties.

Agreed and Accepted:

Name: _____

Signature: _____

Date: _____

Phone: _____



*Not just a
film festival.*

Email: _____

Address: _____

If Signatory is under 18:

I represent and warrant that I am the parent or guardian of the minor whose name appears above, that I have read and approve of the foregoing release, and consent to its execution by my child/ward. I hereby release the Released Parties as set forth and in accordance with the foregoing Release from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee my child's/ward's releases and waivers as set forth above.

Signature of Parent or Guardian: _____

Printed Name: _____

Date: _____

Phone: _____

Address: _____