



*Not just a  
film festival.*

## **Project Twenty1 2014 21-Day Filmmaking Competition Materials Release**

1. For good and valuable consideration the adequacy of which is hereby acknowledged, the undersigned (“I”, “me”, “my”) agrees to furnish the pre-existing literary, dramatic or photographic materials described below (collectively, the “Materials”) and grants permission to \_\_\_\_\_ (“Team Leader”) and Project Twenty1 to record, video, film and photograph the Materials in connection with (a) a motion picture (“Film”) being produced by Team Leader as part of the Project Twenty1 Filmmaking Competition (“Competition”) and (b) behind the scenes documentary footage produced by Project Twenty1 with regard to the Competition and the making of the Film (the “Documentary Footage”). Any materials developed which include the Materials, including, but not limited to the Film and Documentary Footage, shall hereinafter be referred to as the “Images”. A description of the Materials is as follows:

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2. I hereby grant to Team Leader and Project Twenty1, and their respective parents, affiliates, subsidiaries, licensees, successors and assigns (collectively, the “Licensed Parties”) a non-exclusive, perpetual, worldwide, royalty-free, irrevocable right and license to use and incorporate the Materials, and any portions or images contained therein, in whole or in part in the Film, Documentary Footage and any advertising, publicity, promotion, screening or distribution related the Film, Competition or Documentary Footage in all media whether now known or later invented in perpetuity. I agree that while ownership of the Materials shall remain with me, the Licensed Parties shall be the sole and complete owners of the Images produced hereunder.

3. The Licensed Parties have the right to combine the Images with other images, text and graphics, and crop, edit, alter or modify the Images in their sole discretion. I hereby waive any right of inspection or approval of the Images, and the uses to which such Images may be put. I hereby expressly waive any and all “moral rights” or “droit morale” in connection with the Images. The Licensed Parties may, in their sole discretion, accord me credit in the Film or Documentary Footage.

4. I represent that I have the authority to grant the Licensed Parties the rights set forth in this Materials Release (“Release”) without the necessity of obtaining the consent of any third person or entity, and that the Materials do not infringe any rights of any third party, including, but not limited to, copyright, right of publicity or privacy. Nothing herein will constitute any obligation of the Licensed Parties to make any use of the Materials or any of the rights set forth herein.

5. I agree that this Release is binding upon my heirs, successors, assigns and any other person or entity claiming an interest in the Materials (collectively, the “Releasing Parties”) and that neither I nor the Releasing Parties shall have any right of action against the Licensed Parties and their officers, directors, shareholders, employees, agents, team members and representatives (collectively, the “Released Parties”) arising out of the production or any use of the Images.

6. I agree to indemnify and hold the Licensed Parties and their officers, directors, shareholders, employees, agents, team members and representatives (collectively, 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 any breach or alleged breach by me of any of my representations or agreements hereunder. In addition to any of the Licensed Parties other rights or remedies, the Licensed Parties will be entitled to seek injunctive relief in the event of any breach of my representations, warranties and agreements hereunder.

7. I acknowledge that, in the event of any breach by the Licensed Parties or any third party, the damage, if any, caused me will not be irreparable or otherwise sufficient to entitle me to seek injunctive or other equitable relief. I acknowledge that my rights and remedies, if any, in any such event will be strictly limited to the right, if any, to recover compensatory monetary (but not punitive or consequential) damages in an action at law, and I will have neither the right to rescind nor terminate this Release or any of the Licensed Parties rights hereunder, nor the right to enjoin the production, exhibition or other exploitation of the Film or Documentary Footage.

8. I agree to timely execute and deliver (or to procure the timely execution and delivery to Licensed Parties of) any additional documents which the Licensed Parties may request and require to evidence their rights hereunder. If I am unable or unwilling to do so, I hereby appoint Team Leader and Project Twenty1, or their nominee, as my irrevocable attorney-in-fact, with the right, but not the obligation, to prepare or complete any such documents and to execute the same in my name, or to obtain execution thereof by others.

9. 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 governed by the courts situated in the County of Montgomery County, in the Commonwealth of Pennsylvania.

10. The Licensed 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 will inure to the benefit of and will be binding upon the parties' respective affiliates, successors, licensees, assigns, heirs and representatives. 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. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto.

**Agreed and Accepted:**

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address:  
\_\_\_\_\_



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**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 Licensed 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.

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_