

Submission of Material and Release Agreement

Date: _____

I, the undersigned, desire to submit to you for your consideration material (herein called "Submitted Material") written by me. All references to "you" include the Pacific Screenwriting Program Society, and all its related entities, employees, agents, licensees and assigns. All references to "I", "me" and "my" herein include me personally.

The submitted material is as follows:

As an inducement to you to examine the Submitted Material, and in consideration of your so doing, I represent, warrant and agree as follows:

1. I acknowledge that the Submitted Material is submitted by me voluntarily and not in confidence, and that no contract, obligation or confidential relationship is intended or created between us by reason of the submission of the Submitted Material.
2. I recognize the possibility that the Submitted Material may be identical with or similar to other material that has or may come to you from other sources, and I understand and agree that other material may contain features or elements similar to or identical with those contained in the Submitted Material.
3. I represent and warrant that I am the sole writer of the Submitted Material. I further represent and warrant that I solely own the Submitted Material or have been granted the authority to submit to you the Submitted Material, and that the Submitted Material does not infringe on the copyright of any other party. I further warrant that the Submitted Material does not constitute defamation against, and does not violate any rights of, any person.
4. I agree that no obligation of any kind is assumed or may be implied against you by reason of your consideration of the Submitted Material or any discussions we may have with respect thereto.
5. I have retained a copy of the Submitted Material and I assume full responsibility for any loss of the Submitted Material, irrespective of whether it is lost, stolen or destroyed in transit, or while in your possession, or otherwise.
6. I hereby release you of and from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Submitted Material or by reason of any claim now or hereafter made by me that you have used or appropriated the Submitted Material, except for fraud or willful injury on your part. I agree to indemnify you and hold you harmless from any and all claims, losses,

obligations, liabilities and expenses, including reasonable outside attorney's fees and costs, that may be asserted against you by others and that arise from or relate to my breach of this agreement or any of my warranties and representations contained in this agreement.

7. I hereby state that I have read and understand this agreement, that no oral representations of any kind have been made to me, that there are no prior or contemporaneous oral agreements in effect between us, and that this agreement states our entire understanding. This agreement may be modified only subsequent written agreement signed both by you and me. Should any provision of this agreement be void or unenforceable, such provision shall be deemed omitted, and this agreement with such provision omitted shall remain in full force and effect.
8. This agreement will be interpreted in accordance with the laws of British Columbia. Any controversy relating to your alleged use of material in my project idea shall be determined by arbitration under the *Arbitration Act* (British Columbia).
9. I further submit that I am of legal age, being over nineteen (19) years of age, and my signature upon this contract and release is thereby binding and legal on me.

Yours truly,

Signature: _____

Print Name: _____

Address: _____

Telephone: _____