

**FilmEmerge**

**Commercial Film Challenge 2009**

**Project Waiver Release Form**

1. For consideration, the receipt of which is hereby acknowledged, I agree to participate in and in connection with a motion picture ('film' and/or 'commercial film') being produced by \_\_\_\_\_ ('Filmmaker') as part of the Commercial Film Challenge for \_\_\_\_\_ (location) on or about \_\_\_\_\_ (date), as well as in connection with any behind the scenes recordings taped, filmed, recorded and/or otherwise produced by the FilmEmerge Commercial Film Challenge, Inc. ('FilmEmerge CFC') with regard to the making of the project. For purposes hereof, the film/commercial and the footage without limitation any portion thereof shall be collectively and separately referred to herein as the footage.

2. I hereby grant to Filmmaker and FilmEmerge CFC and their respective affiliates, subsidiaries, licensees, and assigns: (a) the right to film, photograph and otherwise visually and audiovisually record me and to record my voice, conversations, sounds and performances, and any pre-existing materials furnished by me in and in connection with the footage; (b) all rights of every kind and character whatsoever, including without limitation copyrights, in and to the results and proceeds of my appearance in the footage including, without limitation, all film, photographs and video and audio recordings produced by FilmEmerge CFC and/or Filmmaker in connection therewith, any and all performances, stories, statements or actions made by me, whether written, spoken, sung, or otherwise uttered or expressed by me, or information given by me captured on any such recordings (collectively the 'Results and Proceeds').

3. FilmEmerge CFC shall be the exclusive owner(s) of the footage and the results and proceeds giving them the right to, without limitation, in perpetuity throughout the universe, in any and all languages, in any and all media know known or hereafter invented: (a) exhibit, broadcast, use, reproduce and license others to use as they see fit all or any part of the footage and/or the results and proceeds; (b) edit, dub, subtract from, add to or modify the results and proceeds in any manner, combine it with any other material and/or incorporate it into other films/commercials, projects or programs; and (c) use and license others to use my name, voice, likeness, image, performance, photograph, participation, expressions, personal experiences and biographical material ('Name and Likeness'), in and in connection with the production, distribution, advertising, publicity, promotion, exhibition and other exploitation of the footage, the results and proceeds and/or any portion thereof, and in connection with FilmEmerge CFC products and services, and unlimited number of times, without any obligation of any kind to me whatsoever.

**4. My signature hereon subsequent to the production of the footage and/or the results and proceeds shall have the same effect as if I had signed in advance thereof.**

**5. I represent that my appearance in the footage (and my furnishing of pre-existing materials, if any) will not to the best of my knowledge infringe upon the rights of any third party. I represent and warrant that I have all rights and authority to enter into this waiver and release ('Release') and to grant the rights granted herein. No other authorization is necessary to enable Filmmaker and/or FilmEmerge CFC to use my name and likeness, the results and proceeds and/or the pre-existing materials, if any, for the purposes herein contemplated. I hereby waive any right of inspection or approval of the results and proceeds, the footage, my name likeness and/or the uses to which such results and proceeds, the footage and/or my name and likeness may be put.**

**6. I voluntarily assume any and all risks, known or unknown, associated with my participation in the project and actions and undertakings in connection with the project and the footage ('my Participation'). I acknowledge that my participation my present certain risks, and i hereby assume any and all risks associated therewith, including, without limitation, the risk of physical or mental or emotional injury, minor and/or severe bodily harm, and/or illness, which without any means, including, without limitation: acts, omissions, recommendations or advice given by Filmmaker and/or Filmemerge CFC or their agents, employees, or other persons or entities affiliated with the Project; weather or other natural conditions; human error; may physical and mental condition; my own acts or omissions; first-aid, emergency treatment or other services rendered to me or others. Notwithstanding the foregoing, I hereby agree to voluntarily accept and assume any and all such risks as well as any risks not mentioned herein that are in ay way associated with my Participation and the subsequent or simultaneous exhibition or other exploitation or dissemination of the footage, the results and proceeds and/or any portion thereof in perpetuity throughout the universe in any and all media, whether now known of hereafter invented ('Exhibition').**

**7. I and the other Releasing Parties hereby voluntarily and knowingly, release, discharge and relinquish any and all claims, actions and lawsuits of any kind against the Released Parties related to or arising from my participation, including, without limitation, travel to and from any location used in connection with the Project, the making, taping, production, use, editing, distribution, licensing, promoting, and/or exhibition of the footage, the results and proceeds and/or any portion thereof, including, without limitation, any claims, actions or lawsuits for wrongful death, negligence and/or other fault, either active or passive, personal injury, wrongful death, defamation, false light, violation of right of publicity, invasion of privacy, disclosure of embarrassing private facts, fraud, breach of contract, infringement of copyright, negligent or intentionally infliction of emotional distress.**

**8. I acknowledge that I may hereafter discover claims in addition to the ones released in this document, and I and the other Releasing Parties hereby release the Released Parties from any such unknown and/or unsuspected claims. I and the other Releasing Parties acknowledge and agree that this waiver is an essential and material term of this Release, and without such waiver neither Filmmaker nor FilmEmerge CFC would have accepted my participation in the Project. I and the other Releasing Parties hereby represent that we have been advised by legal counsel or have been given ample opportunity to be so advised and understand and acknowledge the significance and consequence of this Release and of this specific waiver.**

**9. The validity, interpretation and legal effect of this Release and any other agreements into which I may enter or documents I may execute in connection with the Project shall be governed by the laws of the State of Michigan, County of Oakland, applicable to agreements executed and fully performed within the State of Michigan, County of Oakland, without regard to its conflicts of law provisions. 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. This Release shall bind and insure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. I represent that I am at least 18 years of age and that if I am under 18 my parent or legal guardian has signed below.**

**11. I acknowledge that FilmEmerge CFC and Filmmaker will rely on the waivers, releases and permissions granted herein potentially, at substantial cost to FilmEmerge CFC and/or Filmmaker and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.**

**FilmEmerge Commercial Film Challenge - November 2009**

**Agreed and Accepted:**

**Filmmaker | Name:**

\_\_\_\_\_

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

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

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:**

\_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Filmmaker | Fee: \$45.** \_\_\_\_\_ **Check** \_\_\_\_\_ **CC | Online**

**\*Visa | MC** \_\_\_\_\_ **Exp:** \_\_\_\_\_ **Code:** \_\_\_\_\_

**Business | Name:** \_\_\_\_\_

**Signature:**

\_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:**

\_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Business | Fee: \$95.** \_\_\_\_\_ **Check** \_\_\_\_\_ **CC | Online**

**\*Visa | MC** \_\_\_\_\_ **Exp:** \_\_\_\_\_ **Code:** \_\_\_\_\_

**\*Credit Card Processing through Event Brite Online or Bank of America**

**\*Please make checks out to: FilmEmerge Challenge**