

THANK YOU FOR YOUR SUBMISSION TO THE HUMAN FAMILY EDUCATIONAL AND CULTURAL INSTITUTE, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION (COLLECTIVELY WITH ALL OF ITS EMPLOYEES, AGENTS, TRUSTEES, DIRECTORS AND OTHER AFFILIATES AND PROGRAM COSPONSORS, "HUMANITAS"). IN ACCORDANCE WITH HUMANITAS' POLICY REGARDING REVIEW OF SUBMITTED MATERIAL, THIS SUBMISSION RELEASE AGREEMENT (THE "AGREEMENT") MUST BE SIGNED BY THE PERSON SUBMITTING ANY MATERIALS (INCLUDING IDEAS, SCRIPTS, AND SCREENPLAYS). ACCORDINGLY, PLEASE FILL OUT THIS AGREEMENT AND RETURN A SIGNED COPY TO HUMANITAS ALONG WITH YOUR SUBMISSIONS.

SUBMISSION RELEASE AGREEMENT for THE NEW VOICES FELLOWSHIP

I would like to participate in the Humanitas "New Voices Fellowship" (the "Program"). In that regard and in consideration of Humanitas' review of the material submitted with this Agreement and any additional materials that I submit during the course of or in connection with the Program (individually and collectively, the "Submitted Material") I hereby agree as follows:

1. I understand and agree that all decisions regarding participation in the Program, including without limitation participant selection, are within Humanitas' sole and absolute discretion. I understand that I may not be selected for the Program and that by submitting the Submitted Material I am not guaranteed to be part of the Program or any other programs. Except as provided below or as may hereafter be agreed to in writing by Humanitas in its sole discretion, all costs and expenses I may incur in connection with my submission or my participation in the Program (including if selected) shall be my sole responsibility.
2. I acknowledge and agree that Humanitas has not hired or otherwise retained me in any way to create or submit the Submitted Material. I understand that a) I am not entitled to any compensation from Humanitas for creating or submitting the Submitted Material, executing this Agreement, or granting any of the rights in this Agreement; and b) Humanitas has not promised to license or otherwise acquire the rights to any of the Submitted Material other than those rights I grant hereinbelow or to hire me for any services, or to find me representation, work, or bookings.
3. I understand and agree that I am submitting the Submitted Material voluntarily and not in confidence or in trust and that no confidential or fiduciary relationship is intended or created between Humanitas and me by reason of such submission. Nothing in this Agreement or my submission of any Submitted Material shall be deemed to place Humanitas in any worse position than any member of the public with respect to the Submitted Material or any of the ideas and concepts contained or described therein. Accordingly, any part of the Submitted Material that could be freely used by any member of the public may be used by Humanitas without liability to me or any of my successors, heirs, or licensees.
4. If I am selected to receive the New Voices Fellowship, Humanitas may use the Submitted Material, in whole or in part, as well as my name, voice, likeness, and biographical information in any and all media and formats now known or hereafter devised, and authorize others to do so throughout the universe in perpetuity, in connection with the marketing, advertising, and promotion of Humanitas, the Program, and/or any other programs developed by or on behalf of Humanitas. Additionally and without in any way limiting the foregoing, I agree that Humanitas may have the Submitted Material performed (and may record any such performances) for its internal review, may screen the Submitted Material and any performances thereof, and may use the Submitted Material and any performances thereof to determine whether to invite me to participate in the Program or any other programs and in connection with promotions for the Program and any other programs.
5. I represent and warrant that: a) I solely and exclusively own the Submitted Material; b) except to the extent the Submitted Material is based on actual events or person(s) (which I have identified in my application), I solely created the Submitted Material and it is wholly original to me; c) I own the rights to the underlying material (if any) to the Submitted Material or such rights are in the public domain; d) the Submitted Material has not been previously exploited in any manner; e) exploitation of the Submitted Material will not violate or infringe on any rights of any third party including but not limited to rights of privacy or publicity, copyright, trademark, or other intellectual property rights, or moral rights or droit moral, nor will the Submitted Material or Humanitas' review or use thereof constitute defamation, libel, or slander of any third party; f) I have the full right to submit the Submitted Material upon the terms and conditions stated herein; and g) all of the material features of the Submitted Material and all particular items being submitted by me are summarized in my application, and I have disclosed no other features to Humanitas. However, I recognize the possibility that other sources may have submitted to Humanitas or others or made public, or may in the future originate and submit or make public similar or identical material to the Submitted Material that Humanitas may have the right to use. I understand and agree that Humanitas' use of material similar or identical to any Submitted Material or any of the ideas or concepts contained or described therein or containing similar features or elements shall

not obligate Humanitas to negotiate with me nor entitle me to any compensation. I acknowledge that no obligation of any kind is assumed by, or may be implied against, Humanitas unless and until a formal written contract has been entered into between me and Humanitas.

6. I have retained a copy of the Submitted Material, and I release each of Humanitas from liability for any loss of or damage to the Submitted Material. I agree that Humanitas shall have no obligation to return the Submitted Material to me. I also hereby waive, discharge, and release each of Humanitas and each of their respective members, directors, officers, agents, employee, licensees, successors, and assigns from any and all claims and liabilities pertaining to the Submitted Material (including, without limitation, claims for breach of implied contract).
7. I agree that I must give Humanitas written notice by certified or registered mail of any claim arising in connection with the Submitted Material or in connection with this Agreement within 30 calendar days after I acquire knowledge of the claim. Notwithstanding the foregoing, I must commence a formal arbitration proceeding, as provided below, within six months after the date of Humanitas' alleged first use of the Submitted Material, and my failure to do so within such six-month period shall be deemed an irrevocable waiver of any rights I might have with respect to any claim against Humanitas.
8. This Agreement shall be interpreted under the internal, substantive laws of the State of California without regard to the conflicts of law provisions thereof. Notwithstanding anything in this Agreement or otherwise to the contrary, I agree that this Agreement shall be conclusively determined by arbitration as provided by California law and the rules of JAMS, and the arbitrator shall be a former or retired judge or justice of any California state or federal court unless the parties hereto agree otherwise. If the parties cannot agree on an arbitrator within the time limits set by the rules of JAMS, the parties shall accept any retired judge designated by JAMS. The arbitrator shall agree to arbitrate the controversy in accordance with the JAMS Arbitration Rules and Procedures in effect at the time the arbitration is commenced. The arbitrator's decision and authority shall be controlled by the terms of this Agreement. No award may exceed: (1) the minimum rate that would be due under the Writers Guild of America Theatrical and Television Basic Agreement in effect as of the date hereof, for a network, primetime, one half-hour broadcast story and teleplay (so-called "bargain rates," and not to include minimums payable for pilot scripts, backup scripts or spin-offs) if the Submitted Material is used in or as the basis of a national network broadcast or cable program or an online, electronic, interactive or internet program irrespective of the actual duration of the Submitted Material and/or the applicable exhibited program; (2) \$2,500 if the Submitted Material is used in or as the basis of a program exhibited only on stations owned by Humanitas; or (3) \$1,000 if the Submitted Material is used for any other commercial purpose. I agree that I can suffer no damages in excess of these amounts from Humanitas' use of the Submitted Material or for any other claim with respect to such use. I understand that my sole remedy in any arbitration or any other proceeding relating to this Agreement or the Submitted Material is money damages; in particular, I expressly waive the right to seek any other relief at law or equity (including, without limitation, injunctive relief) with respect to the Submitted Material or this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction. Notwithstanding the foregoing, I understand and acknowledge that the entity to which I am providing the Submitted Material may not be a signatory to the Writers Guild of America Theatrical and Television Basic Agreement.
9. This Agreement constitutes our entire understanding with respect to its subject matter. Any modification or waiver must be in writing, signed by both parties hereto. The invalidity of any provision will not affect the remaining provisions. The representations and warranties will survive the termination or expiration of this Agreement. No termination of this Agreement, and no acts with respect to the Submitted Material (such as Humanitas returning it to me) will be deemed to affect our respective rights under this Agreement (including those as to amount of compensation, agreement to arbitrate, and time for bringing any action).

IN WITNESS WHEREOF, I am executing this Agreement voluntarily, without coercion or undue influence from any source, and do so with complete understanding of all of its terms and effects.

Print Name:

Date: _____

By: _____