
SUBMISSION RELEASE FORM

Title Submitted: _____

Submitted By: _____ Date Submitted: _____

You are submitting the materials described in Exhibit "A" attached hereto and incorporated by reference (collectively, the "**Materials**") to Eric Miller Animation Studios ("**EMAS**") for its review of such Materials, subject to the following terms and conditions of this Proposal Release Form (the "**Release**"):

1. You acknowledge and agree that under no circumstances shall EMAS's review of the Materials be subject to any obligation of confidentiality by EMAS or expectation of compensation by you.
2. You represent and warrant that: (a) all of the important and central features and elements of the Materials are summarized in Exhibit A and that you have disclosed no other features or elements to EMAS; (b) the Materials are wholly original, were created solely by you, are solely owned by you and no one else has any right, title or interest in the Materials (except as disclosed otherwise in Exhibit A); (c) no persons collaborated with you in creating the Materials (other than as disclosed in Exhibit A); and (d) you have the full right to submit the Materials to EMAS upon the terms and conditions stated herein.
3. You believe the Materials and the features and elements contained therein are unique, original and novel. However, you acknowledge and agree that: (a) other persons (including EMAS employees, independent contractors, licensees or third parties) may have submitted to EMAS, or to others, or made public, or may hereafter originate and submit, or make public, similar or identical material which EMAS may have the right to use; (b) the Materials may embody materials, suggestions or ideas substantially similar to those which have been developed by EMAS's employees, independent contractors or licensees, or which have been submitted to EMAS by others; and (c) you will not be entitled to any compensation because of EMAS's use of such other similar or identical material.
4. You confirm that you have retained a copy of the Materials submitted to EMAS and agree that EMAS shall not have any obligation to return the Materials, or any responsibility, financial or otherwise, for loss or damage to the Materials. You authorize EMAS to make such additional copies of the Materials as may be required for internal use in connection with EMAS's consideration of the Materials.
5. You hereby release and indemnify EMAS from any and all liability, claims, and demands, causes of action, related to the Materials, including without limitation, claims and demands and causes of action related to unfair competition, copyright infringement, breach of implied contract and breach of confidentiality and for loss or damage to the Materials.
6. You acknowledge and agree that if you have any claim of whatsoever nature against EMAS, you will be limited to your remedy at law for damages, if any, and you will not have the right to enjoin or restrain the development, production, distribution, advertising, publicizing or other exploitation of any product, production or materials owned or controlled by EMAS.
7. You acknowledge that you have received, or been given reasonable opportunity to receive, independent legal advice in respect of this Release.

This Release constitutes the entire understanding between EMAS and you with respect to the Materials. No other agreement, written or oral, express or implied, exists between the parties with respect to the Materials. Any change to, or waiver of, this Release must be in writing and signed by both parties. The invalidity of any provision of this Release shall not affect the remaining provisions. This Release applies equally to any other material which you may hereafter submit to EMAS unless agreed by us in writing to the contrary. This Release is governed by the laws of the Province of Ontario and the parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and the federal courts located therein. Any reference to EMAS shall be deemed also to refer to EMAS's subsidiary, parent and affiliated corporations, companies under common ownership or control with EMAS, and each of their directors, officers, agents, employees, licensees, successors and assigns.

My signature below shall constitute a binding agreement. I have read and understood the foregoing.

ACCEPTED AND AGREED this _____ day of _____, 20_____:

Signature

Print Name

Company Name (if applicable)

Address: _____

Phone: _____

Email: _____

EXHIBIT "A"
SUMMARY OF MATERIALS

“**Materials**” is defined to include ideas, suggestions, notes, scripts, story lines, text, screenplays, articles, program formats, treatments, fiction, proposals, videos, marketing or promotional plans, literary material, videos, audiovisual works, musical compositions, characters, drawings, artwork, concepts and/or other information.

Form of Material:

Novel Proposal Script Screenplay Treatment

Other (describe) _____

Brief Summary of Material (include principal character names/descriptions and brief summary of theme or plot)

List of Materials Submitted: _____

Total Number of Pages Submitted: _____