

**72 Hour Shootout Filmmaking Competition Agreement and Release to be Screened and/or Broadcast – Non Exclusive License**

**\*\*This form should be signed by the Team Leader on behalf of her or his team\*\***

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This agreement is entered into by and between \_\_\_\_\_ (the "Filmmaker") and the Asian American Film Lab, Inc. (the "Production Company or "Company"). In the event of the Filmmaker's death or total incapacity, "Filmmaker" means the Filmmaker's heirs, devisees, beneficiaries, trusts, assignees or other successors-in-interest. "Production Company" includes the licensees, assignees, future owners, or other acquirers or successors-in-interest of the Asian American Film Lab.

Filmmaker states that her 72 Hour Shootout submission is her/his/their own original work and that s/he has obtained all necessary releases and rights for all content therein. If asked to provide proof of such releases or rights by the Company, s/he agrees to do so immediately.

The Filmmaker hereby grants to the Production Company and to its licensees, assignees, and other successors-in-interest, all rights of every kind and character, in perpetuity, in and to the Filmmaker's performance, appearance, likeness, name and/or voice (the "Performance"), and agrees to indemnify and hold harmless Production Company and all its affiliates and representatives from any and all injuries arising from filming. In consideration of good and valuable consideration which is hereby acknowledged, the Filmmaker hereby authorizes the Production Company to photograph, videotape, film and record (on film, tape, or any other medium), the Performance; to edit the same at its discretion and to include it with the performances of others and with sound effects, special effects, digital effects and music; to incorporate the same into the Picture, trailers, posters or other materials or programs related to the Picture; to use and to license others to use such records and photographs in any manner or media whatsoever, including without limitation unrestricted use for purposes of publicity, advertising and sales promotion; and to use my name, likeness, voice, biography or other information concerning me in connection with the Picture and for any other purpose associated with the Picture. The Filmmaker further acknowledges that the Production Company owns all rights to the Picture. Other than the opportunity to appear in the Performance, which the Filmmaker acknowledges as good and valuable consideration, the Filmmaker understands she or he has no right to any other form of compensation. Filmmaker understands that by submitting her or his Entry to the Asian American Film Lab's 72 Hour Shootout, Filmmaker irrevocably grants to the Company a non-exclusive, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license to use, reproduce, transmit, display, exhibit, distribute, index, comment on, create derivative works based upon, perform and otherwise exploit such submission, in whole or in part, in all media formats and channels now known or hereafter devised (including on WDIG sites, on third party web sites, on Film Lab's broadcast and cable networks and stations, on Film Lab's broadband and wireless platforms, products and services, on physical media, and in theatrical release) for any and all purposes including entertainment, news, advertising, promotional,

Initials: \_\_\_\_\_

marketing, publicity, trade or commercial purposes, all without further notice, with or without attribution, and without the requirement of any permission from or payment to the Entrant or to any other person or entity. Without limiting the foregoing, the above grant of rights includes the Company's right (but not obligation) to display any Videos, or portions thereof (including without limitation, news feeds or reviews from the Unfinished Works program in its sole discretion. By submitting an Entry, each Entrant further agrees that Film Lab shall have no liability in conjunction with the failure to post video, news or other information regarding the Entry.

By submitting an Entry, and to the full extent permitted by law, each Entrant grants the Company and its designees the right to use his/her Entry, name, biographical information, voice, performance, photograph/video, life story, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and in perpetuity, without compensation or additional consents and without prior notice, approval or inspection, and to execute specific written consent to such use if asked to do so.

Filmmaker further expressly acknowledges that Film Lab does not owe him/her a duty of confidence (or fiduciary duty or the like) with regard to his/her Entry and that Film Lab has wide access to ideas, brand names and tag lines, photos, videos, designs and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/brand names/tag lines/photos/videos/designs/literary/artistic materials may be competitive with, similar to (or even identical to) the Entry submitted by Entrant and that Film Lab shall have no liability to Entrant or any third party in conjunction therewith. By submitting an Entry, each Entrant represents and warrants that: (a) he/she has all rights in and to the Entry and that submitting the Entry and granting the rights granted herein will not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Film Lab reserves the right to request written proof of these permissions in a form acceptable to Film Lab from the Filmmaker.

The logo for Asian American Film Lab features the text "ASIAN AMERICAN" in a smaller, all-caps, sans-serif font above the word "FILMLAB" in a larger, bold, all-caps, sans-serif font. A large, stylized, light gray graphic element, resembling a thick, curved line or a partial arch, is positioned behind the text, extending from the right side of the page towards the center.

If Filmmaker has any rights, including without limitation "artist's rights" or "moral rights," in the Work Product that cannot be assigned, Filmmaker hereby unconditionally and irrevocably grants to the Company an exclusive (even as to Consultant), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. In the event that Filmmaker has any rights in the Work Product that cannot be assigned or licensed, Filmmaker unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against the Company or Company's partners and customers.

This Agreement constitutes the entire agreement by and between the Filmmaker and the Production Company and supersedes any and all prior contracts, understandings, negotiations, and agreements with respect to the Production Company and the subject matter hereof, whether oral or written.

Filmmaker Name: \_\_\_\_\_  
Parent Name if Filmmaker is a Minor: \_\_\_\_\_  
Address and Telephone #: \_\_\_\_\_  
Minor Permit # if applicable: \_\_\_\_\_  
Filmmaker/Guest/Speaker Address: \_\_\_\_\_

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

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

Asian American Film Lab™  
[www.asianamericanfilmlab.org](http://www.asianamericanfilmlab.org)  
c/o Asian American Arts Alliance  
20 Jay Street  
Brooklyn, New York 11201

Initials: \_\_\_\_\_