

RELEASE OF LIABILITY TO BE FILMED AND STATEMENT OF AGREEMENT

This agreement is entered into by and between _____ (the "Actor," "Speaker," "Writer," or "Guest", in the event that the Guest, Writer, Speaker, or Actor is a minor, a parent or legal guardian of the Actor, Speaker or Guest) and the Asian American Film Lab, Inc. (the "Production Company"). In the event of the Actor's/Writer's death or total incapacity, "Actor" or "Writer" means the Actor's or Writer'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.

The Actor 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 Actor'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 Actor 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 Actor further acknowledges that the Production Company owns all rights to the Picture.

Other than the opportunity to appear in the Performance, which the Actor acknowledges as good and valuable consideration, the Actor understands she or he has no right to any other form of compensation.

Writers and contributors of all kind to the production understand that by submitting their screenplay, television pilot, web series, or other writing ("Entry") to the Asian American Film Lab ("Film Lab"), you ("Entrant" or "Writer") irrevocably grant to the Film Lab 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, 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 Film Lab'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 Sponsor 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.

Writers submitting to their works to the Film Lab are not permitted to use Film Lab's trademarks without written consent and understand that doing so will be a violation of Film Lab's or its applicable licensors' intellectual property rights. Each Entrant 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

This Agreement constitutes the entire agreement by and between the Actor 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.

Actor/Guest/Writer/Speaker Name: _____

Parent Name if Actor is a Minor: _____

Address and Telephone #: _____

Minor Permit # if applicable: _____

Actor/Guest/Speaker Address: _____

Signature: _____

Date: _____

Asian American Film Lab TM
www.asianamericanfilmlab.org
c/o Asian American Arts Alliance
20 Jay Street
Brooklyn, New York 11201

NONDISCLOSURE AGREEMENT

This agreement is entered into this ___ day of _____, 2013, by and between _____ (hereinafter "Recipient"), who resides at:

_____, and the Asian American Film Lab, a 501(c)(3) non-profit entity organized under the laws of the State of New York (hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information including, but not limited to, to personal data of its members, programming, grant applications, domain names, URL log-in information, and other information that is confidential and/or proprietary to the Discloser (hereinafter "Confidential Information"); and WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this agreement for the purpose of acting as a board member, manager, intern, or other service provider for Discloser; NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this agreement, the parties agree to the below terms as follows:

1. Disclosure. The Discloser agrees to disclose, and the Receiver agrees to receive the Confidential Information.
2. Confidentiality.
 - 2.1 *No Use*. The Recipient agrees not to use or disseminate, whether publicly or privately, the Confidential Information in any way or to market, manufacture or test any product or service embodying the Confidential Information, with no exceptions.
 - 2.2 *No Disclosure*. The Recipient agrees to use his best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person or entity.
 - 2.3 *Protection of Secrecy*. The Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
3. Ownership of Confidential Information. The Recipient agrees that all Confidential Information shall remain the property of Discloser and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying to the Recipient any transfer of rights, any patents, or any other intellectual property pertaining to the Confidential Information.
4. Term and Termination. The obligations of this agreement shall be continuing until the Confidential Information disclosed to the Recipient is no longer confidential, a time to be determined at the sole discretion of Discloser.

5. Survival of Rights and Obligations. This agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) the Discloser, its successors and assignees; and (b) the Recipient, its successors and assignees.
6. Damages. The parties agree and acknowledge that unauthorized disclosure of the Confidential Information could lead to irreparable harm to Discloser. Recipient therefore shall fully indemnify against any and all actions, claims, liability, costs, damages, charges and expenses suffered or incurred in connection with or arising out of any breach by Recipient of any of the provisions of this Agreement or by any unauthorized disclosure or use of Proprietary Information by a third party or by any employee of any party to whom Proprietary Information has been disclosed by Recipient or who has been allowed access thereto and acknowledges and confirms that a breach of its obligations hereunder cannot be compensated adequately by an award of damages or indemnity or other pecuniary remedy but the other party(ies) shall also be entitled in the event of any such breach to the remedies of injunction specific performance or other equitable relief in respect of any such breach. Nothing in this Clause 6 shall be construed as a waiver by either Party of any of its rights including rights to damages or indemnity or other pecuniary remedy.
7. This Agreement shall be governed by and construed in accordance with the laws of New York and The United States and any dispute arising under or in connection herewith shall be presented in and determined by these courts exclusively.
8. Recipient further understands that any property, intellectual, tangible or otherwise, acquired in his or her capacity as a board member, manager, intern, or other service provider for Discloser, must be returned to Discloser upon completion of Recipient's employment/term of service.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

Discloser (Asian American Film Lab)

Recipient (_____)

Signed _____

Signed _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____