

Release to be Filmed / IP Assignment Agreement

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This agreement is entered into by and between _____ (the "Actor," "Speaker," "Writer," "program Coordinator," "Releasor," or "Guest", in the event that the Guest, Writer, Speaker, Program Coordinator, or Actor is a minor, a parent or legal guardian of the Actor, Speaker or Guest) and the Film Lab, Inc. (the "Production Company" or "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 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 the event the Actor is writing, directing, acting in, or otherwise contributing to an AAFL TV production for Film Lab, whether for video, online, TV, film, or any other media, Actor understands any work Actor creates for or in such project is as a Work for Hire and Actor retains no copyright in the completed project, which belongs to the Film Lab.

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 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, Page 1 Page 2 of 3

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.

Initials: _____

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 the "Actor," "Speaker," "Writer," "Guest."

Ownership of Work Product. Releasor agrees that any and all Work Product (as defined below) will be the sole and exclusive property of the Company. Releasor hereby irrevocably assigns to Company all right, title and interest worldwide in and to any ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, performance, software programs, other copyrightable works, and any other work product created, conceived or developed by Releasor (whether alone or jointly with others) for the Company related to the project, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein (the "**Work Product**"). Releasor retains no rights to use the Work Product and agrees not to challenge the validity of the Company's ownership of the Work Product. Consultant agrees to execute, at the Company's request and expense, all documents and other instruments necessary or desirable to confirm such assignment. Releasor hereby irrevocably appoints the Company as Releasor's attorney-in-fact for the purpose of executing such documents on Releasor's behalf, which appointment is coupled with an interest.

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Other Rights. If Releasor has any rights, including without limitation "artist's rights" or "moral rights," in the Work Product that cannot be assigned, Releasor hereby unconditionally and irrevocably grants to the Company an exclusive (even as to Consultant), worldwide, fully

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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 Releasor has any rights in the Work Product that cannot be assigned or licensed, Releasor 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 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: _____

Film Lab™
www.film-lab.org
25 W. 43 Street
New York, New York 10036

Initials: _____