



2019 NALIP LATINO MEDIA MARKET™

RELEASE FORM

DATE _____

National Association of Latino Independent Producers, Inc. 3415 S. Sepulveda Blvd #1100, Los Angeles, CA 90034

RE: Title of Material: _____

Dear NALIP:

I wish to submit to the National Association of Latino Independent Producers, (referred to herein as “NALIP”), in support of my application to the 2019 Latino Media Market™, the project, videotape and/or script included, all the important features of which (including the title, theme, plot, characters and format) are summarized by me on the attached “Exhibit A.” Such summary and all materials and documents that may be submitted to NALIP with respect thereto, including all ideas and their expression as contained therein, are hereafter referred to as “the Project”.

In submitting the Project to NALIP, I recognize that NALIP, including its employees, contractors, agents, officers, directors, volunteers and assigns (collectively the “Related Parties”) may engage in development/ production activities including creating, acquiring and developing literary, artistic, musical, design and other material, including stories, ideas, themes, plots, titles, screenplays, formats, hereinafter together referred to as the “Materials.” I also recognize that the Materials that NALIP and/or its Related Parties may hereafter use may have originated with or may have been acquired from NALIP or its Related Parties either before or after the date of my submission, and may be similar to or may duplicate, parallel or resemble the Project.

I appreciate and understand NALIP’s concern that an examination of the Project without a full release of liability might expose NALIP to a claim of plagiarism, idea theft, or claimed existence of an implied in fact contract or other claim or litigation. Therefore, as an inducement to NALIP to examine, and in consideration of NALIP’s examination of the Project, I hereby acknowledge and agree to the following terms and conditions:

My submission of the Project to NALIP is voluntary, not solicited by NALIP, and not in confidence. There are no materials being submitted to NALIP other than those described in the summary of the Project.

I warrant that the Project is original with me, that I have full power and authority to submit the Project to NALIP, that I have the exclusive right to grant all rights in the Project, and I hereby bind myself and



all other parties claiming under or through me to adhere fully to the terms and conditions provided herein.

I understand and agree that NALIP or its Related Parties use of material containing features and elements similar or identical with those contained in the Material shall not entitle me to any compensation if NALIP or its Related Parties determine that they have an independent legal right to use such other material, either because such features and elements were not new or novel, were in the public domain, or were not originated by me, were independently conceived or because other persons may have submitted or may hereafter submit material containing similar or identical features and elements.

Except as otherwise provided in this agreement, I hereby release NALIP and its Related Parties from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Project or by reason of any claim now or hereafter made by me that NALIP or its Related Parties have used or appropriated the Project, except for fraud or willful injury on the part of NALIP or its Related Parties.

I have no belief that NALIP or its Related Parties intend to or will wrongfully appropriate the Project or any part thereof. Should I subsequently come to believe that a claim would lie in that regard, however, I agree that, should I bring any action against NALIP and/or its Related Parties for wrongful appropriation of the Project or any part thereof, such action shall be limited to an action at law for damages and in no event shall I be entitled to an injunction or any other equitable relief. I agree that, as a condition precedent to any such action, I will give NALIP and/or its Related Parties written notice by certified or registered mail, of my claim stating the particulars in complete detail, within the time prescribed by the applicable statute of limitations, but in no event later than sixty (60) days after I acquire knowledge sufficient to put me on notice of any such claim. Finally, should I be unsuccessful in any action, I agree to pay NALIP and/or its Related Parties all of their costs and expenses entailed in defending or contesting such action.

I understand and agree that any copies of the Project that I submit to NALIP will not be returned to me. I assume full responsibility for any loss, theft, destruction or any other disposition of any such copy while it is in NALIP's possession or in transit.

This agreement constitutes the entire understanding among the parties hereto. Any modification or waiver must be in writing, signed by all parties hereto. The invalidity of any provision of this agreement shall not affect the remaining provisions.

Signed,

Signature _____ Name (Printed/Typed) _____