

**Gig Harbor Film Festival
2020 Youth Film Competition
Music Release Form**

1. For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the undersigned (I, me, my) agree to furnish the musical compositions, recordings, performances, and/or other materials described below (collectively "Material") intended to be incorporated in and used in connection with a motion picture ("Film") being produced by _____ ("Filmmaker") as part of the **2020 GIG HARBOR YOUTH FILM COMPETITION (GHYFC)** (the "Project").

The description of the Material is as follows: (please list title of music; if original work, list composer and/or musician; if from music service or music library, please list the name of the service/library and contact information.)

2. I hereby irrevocably grant to Filmmaker the right to incorporate the Material, and any portions thereof, in whole or in part in the Film in any manner at Filmmaker's sole discretion, and to use and exploit the Material (as incorporated in the Film) in all media, versions and forms, whether now known or hereafter devised, in all languages, throughout the universe, in perpetuity, including, without limitation, television, the Internet, DVD, books, merchandise and all ancillary exploitation, and in any advertising, publicity or promotion for the Film, the Project, GHYFC and/or any sponsor of GHYFC and/or the Project. Filmmaker has the right to alter or modify the Material in any manner, at its sole discretion. Filmmaker may in its sole discretion accord me credit in the Film and/or otherwise for such use.

3. I represent that I have the right to grant to Filmmaker the right to use the Material without the necessity of obtaining the consent of any third person or entity, and that the Material does not infringe the copyright or violate any right of publicity, privacy or any other right of any person or entity. Nothing herein requires Filmmaker to use the Material. I agree to indemnify and hold harmless Filmmaker and any person claiming under Filmmaker, and the officers, directors, shareholders, employees, agents and representatives thereof, from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising in connection with any breach or alleged breach by me of any above representations or agreements. I hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder. I acknowledge that, in the event of any breach by Filmmaker or any third party, the damage, if any, caused me thereby will not be irreparable or otherwise sufficient to entitle me to seek injunctive or other equitable relief. I acknowledge that my rights and remedies, if any, in any such event will be strictly limited to the right, if any, to recover compensatory monetary (but not punitive or consequential) damages in an action at law, and I will have neither the right to rescind or terminate this Agreement or any of Filmmaker's or its licensees' or assigns' rights hereunder, nor the right to enjoin the production, exhibition or other exploitation of the Film or any subsidiary or allied rights with respect thereto, nor will I have the right to terminate my obligations hereunder by reason of such breach.

4. I agree to timely execute and deliver (or to procure the timely execution and delivery to Filmmaker of) any additional documents which Filmmaker may require to evidence its rights. I hereby appoint Filmmaker, or its nominee, as my irrevocable attorney-in-fact, with the right, but not the obligation, to prepare or complete any such documents and to execute the same in my name, or to obtain execution thereof by others.

**Gig Harbor Film Festival
2020 Youth Film Competition
Music Release Form**

5. In addition to any of its other rights or remedies, Filmmaker will be entitled to seek injunctive relief in the event of any breach of my representations, warranties and agreements hereunder. Filmmaker shall have the right to freely assign and license this agreement and all or a portion of its rights and remedies hereunder, without my consent. This Agreement will inure to the benefit of and will be binding upon the parties' respective affiliates, successors, licensees, assigns, heirs and representatives. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto.

6. I give Filmmaker the foregoing grant of rights with the full knowledge and understanding that Filmmaker may incur substantial expense in reliance thereon. Filmmaker may at any time elect not to use the Materials, in which case neither party will have any obligation to the other hereunder.

Agreed and Accepted:

Name: _____

Address: _____

Signature: _____ Date: _____

Phone: _____ Email: _____

If Signatory is under 18:

I represent and warrant that I am the parent or guardian of the minor whose name appears above, that I have read and approve of the foregoing Release, and consent to its execution by my child/ward. I hereby release the Released Parties as set forth and in accordance with the foregoing Release from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee my child's/ward's releases and waivers as set forth above.

Signature of Parent or Guardian: _____

Printed Name: _____ Date: _____

Address: _____

Email: _____