

The Independent Film Channel

AFFIDAVIT OF ELIGIBILITY AND LIABILITY/ PUBLICITY RELEASE

STATE OF _____ COUNTY OF _____

I, _____, being duly sworn, depose and say:

I am ____ years old. I reside at (include city, state, and zip): _____

_____. Phone: Home (____) _____ - _____ Business (____) _____ - _____.

I am submitting this Affidavit/Release with the understanding that it will be used to determine my eligibility in the IFC Short Film Submission Program (the "Program"), sponsored by The Independent Film Channel LLC ("IFC").

I represent that I understand and have fully complied with the Terms and Conditions of the Program (attached hereto) and that I have committed no fraud or deception in participating in the Program. I further represent that I am a legal resident of the fifty (50) United States or District of Columbia and was at least 13 years of age at the time of submission and that I have the right to enter into this agreement.

I represent and warrant that I have discharged or paid (or will discharge or pay) all of the following: (i) Copyright: All claims and rights of the copyright holders, if any, in literary, dramatic, musical or other material, including stories, plays, scripts, scenarios, themes, incidents, plots, photos, clips, characteristics, dialogue, music, words appearing, used or recorded in my short film; (ii) Contracts: All obligations, of any kind, including, without limitation, those with artists and personnel, relating to purchases, licenses, laboratory contracts, distribution, exhibition, performance or use of my short film; and (iii) Guild/Union/Performing Rights Society – Participation Payments: Any payments required to be made by any performing rights society or to any body or group representing authors, composers, musicians, artists, and other participants in the production of my short film, publishers or other persons having legal or contractual rights of any kind to participate in the receipts of my short film or to payments of any kind as a result of the distribution or exhibition of my short film and any taxes thereon or on the payment thereof.

I further warrant and represent that (a) I am the sole and exclusive owner of the short film and all rights therein; (b) I have the full and exclusive right, power and authority to submit the short film and to grant IFC the rights to the short film herein granted upon the terms and conditions set forth herein; (c) no part of the short film has been published; (d) no rights in the short film have been previously granted to any person, firm, corporation or other entity or otherwise exercised or made use of or encumbered in any way; (e) my short film does not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights; and (f) if my short film contains persons other than myself or third party elements not owned by me that I have obtained express written consent to submit such short film, and that I have attached such written consent(s) in form and manner acceptable to IFC.

I grant to IFC and its designees a **non-exclusive**, worldwide, perpetual, royalty-free, sub-licensable right to make use of my short film and any person's property (physical and personal and indicia) contained therein, in any media now or hereafter known, without any payment or other consideration of any kind, or permission or notification, to me or any third party. I understand that IFC reserves all rights, on a **non-exclusive** basis, including without limitation, the right to reproduce, record, alter, amend, edit, publish, publicly perform, use, broadcast and stream the short film in connection with any and all media now or hereafter known throughout the world, in any and all media, now or hereafter known, in perpetuity, for no additional consideration. Without limiting the foregoing, IFC shall have the right to use the short film in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. I forever waive and relinquish all so-called "moral rights (droit moral)" now or hereafter recognized.

I understand that if at any time I enter into an agreement with a third party, such as a distribution agreement, and the agreement does not permit me to show my short film on the IFC website or Independent Film Channel, I can terminate IFC's license, effective thirty (30) days following IFC's receipt of my written notification of same, with respect to any prospective airing or other use of the short film after the effective date of termination. I further understand that for the avoidance of doubt, IFC will have no obligation to cancel or recall any uses of the short film disseminated prior to thirty (30) days following IFC's receipt of my written notice of termination. All other terms and conditions of the Program shall remain in effect, to the extent applicable, including, without limitation, the Release of Liability provision.

I understand that by submitting my short film, others will have the opportunity to view and rate it. I understand and agree that IFC shall have no liability or responsibility for the actions of any third parties with respect to my short film, including, without limitation, copyright infringement, idea theft or disparagement.

I grant IFC and its designees the right to use my name, biographical information, voice, performance, picture or other likeness for advertising, promotional and other purposes as determined by IFC in any and all media now or hereafter known throughout the world in perpetuity, without further approval, notification or compensation, unless prohibited by law.

I understand and acknowledge and hereby release and hold harmless The Independent Film Channel LLC, its parent, subsidiaries, affiliates, assigns and licensees, and their respective distributors, divisions and advertising and promotion agencies, each of their respective officers, directors, employees, representatives, contractors and agents (collectively, the "Released Parties") from and against any claims, damages, costs, expenses or liability (including, without limitation, reasonable attorneys' fees) arising from or related to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from participation in the Program, including, without limitation, my breach of any terms or representations contained in the Terms and Conditions or the use by IFC of any of the rights granted by me.

I warrant and represent that I have the full right and power to enter into this Affidavit/Release, and that the terms of this document do not in any way conflict with any existing commitment on my part.

I agree that this Affidavit/Release supersedes any prior understandings between myself and IFC relating to the rights granted herein and no provision of this Affidavit/Release can be modified by any other instrument, invoice or document unless in writing and signed by the parties hereto.

It is understood and agreed that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Released Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such rights; it being understood that this release shall be binding upon the parents, guardians, heirs, executors, and administrators of the undersigned.

(Signature) (Date)

Signed: _____
(Parent or guardian if above signatory is under the age of majority in his/her state of residence)

Sworn to and subscribed before me this _____ Day of _____, 200_.

NOTARY PUBLIC