

## SUBMISSION RELEASE

This release is granted by: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone & E-Mail: \_\_\_\_\_

Concerning the Proposal entitled: \_\_\_\_\_

The Proposal was submitted by you for review by Crow's Theatre ("CROW'S"). You understand that the execution of this release is necessary before CROW'S will review the Proposal, and you represent and agree to the following:

1. All existing rights in the Materials remain with the Submitter unless and until a formal agreement governing CROW'S use of the Materials is fully executed, and nothing contained in this Release shall be construed as a waiver of such rights. No obligation is assumed or may be implied against CROW'S by reason of CROW'S consideration and review of the Material in accordance with this Release.
2. Acknowledging CROW'S reliance on the following, Submitter represents and warrants to CROW'S that (a) the Materials and their component elements are (i) wholly original with, and owned by, Submitter, or otherwise based on material that is in the public domain, and (ii) free of any encumbrances whatsoever; (b) Submitter has the exclusive right to grant this Release; (c) Submitter will not enter into any agreement that conflicts in any way with this Release without providing prior notice to CROW'S, and (d) the Materials do not contain anything which is defamatory, unlawful or otherwise violates any copyright, patent, trademark, rights of privacy, publicity, moral rights, or other right of any other party. Submitter indemnifies and holds harmless CROW'S and its affiliates, and their respective shareholders, directors, officers, employees, licensees, and artists, from and against any claim, action, loss or expense arising out of, in connection with, or relating to, a breach of Submitter's representations and warranties.
3. Submitter irrevocably releases and discharges CROW'S from and against any claim, action, loss or expense arising out of, in connection with, or relating to, any condition, assertion, event, matter or thing that conflicts with Submitter's acknowledgments and agreements below.
4. Submitter acknowledges and agrees that:
  - a. Submitter has retained a copy of all Materials and copies will not be returned;
  - b. There is no relationship of any type created or implied as between Submitter and CROW'S by virtue of Submitter's voluntary and unsolicited submission of the Materials;
  - c. CROW'S receive numerous submissions of, and commission the creation of numerous, ideas, treatments, stories, outlines, scripts, teleplays, formats, characters (including talent and/or hosts and/or key creative), artistic work and other material and elements from many parties. CROW'S materials previously created or created in the future may be substantially similar to or identical with elements contained in the Materials. CROW'S have the unrestricted right to use any Materials or component elements thereof which

are not new or novel or are in the public domain, or have been independently created by CROW'S or another party.

- 5. This release is the entire agreement between CROW'S and Submitter with respect to the subject matter of this Release. This Release may not be amended except by written agreement signed by both parties. This Release shall be binding upon and inure to the benefit of the parties hereto and their successors, executors, administrators, heirs, representatives, assigns and licensees. If any provision or part of any provision of this Release is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof, and this Release with such provision or part thereof omitted shall remain in full force and effect. This Release shall be governed by and construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein, and the parties hereto submit to the exclusive jurisdiction of the courts of Ontario.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date