

# 48 Hour Film Project Waiver and Release Form

1. For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, I agree to participate in and in connection with a motion picture ("Film") being produced by \_\_\_\_\_ ("Filmmaker") as part of the 48 Hour Film Project International Shootout on December 4-7, 2009 (the "Project"), as well as in connection with any "behind the scenes" recordings taped, filmed, recorded and/or otherwise produced by the 48 Hour Film Project, Inc. ("48HFP") with regard to the "making of" the Project ("Documentary Footage"). For the purposes hereof, the Film and the Documentary Footage including without limitation any portion thereof shall be collectively and separately referred to herein as the "Footage".

2. I hereby grant to Filmmaker and 48HFP and their respective parents, affiliates, subsidiaries, licensees and assigns: (a) the right (but not the obligation) to film, photograph and otherwise visually and audiovisually record me and to record my voice, conversations, sounds and performances, and any pre-existing materials furnished by me ("Pre-existing Materials") in and in connection with the Footage; (b) all rights of every kind and character whatsoever (including without limitation copyrights) in and to the results and proceeds of my appearance in the Footage including, without limitation, all film, photographs and video and audio recordings produced by 48HFP and/or Filmmaker in connection therewith (collectively "Recordings"), any and all performances, stories, statements or actions made by me, whether written, spoken, sung, or otherwise uttered or expressed by me, or information given by me, captured on any such Recordings (collectively the "Results and Proceeds").

3. Filmmaker and 48HFP shall be the exclusive owner(s) of the Footage and the Results and Proceeds giving them the right to, without limitation, in perpetuity throughout the universe, in any and all languages, in any and all media now known or hereafter invented: (a) exhibit, broadcast, use, reproduce and license others to use as they see fit all or any part of the Footage and/or the Results and Proceeds; (b) edit, dub, subtract from, add to or modify the Results and Proceeds in any manner, combine it with any other material and/or incorporate it into other films, projects or programs; and (c) use and license others to use my name, voice, likeness, image, photograph, performance, participation, expressions, personal experiences and biographical material (collectively "Name and Likeness"), in and in connection with the production, distribution, advertising, publicity, promotion, exhibition and other exploitation of the Footage, the Results and Proceeds and/or any portion thereof, and in connection with 48HFP or 48HFP's products and services, an unlimited number of times, without any obligation of any kind to me whatsoever.

4. I hereby expressly waive any and all so-called "moral rights" or "droits morale" in connection with the Footage, Results and Proceeds, my appearance(s) and my furnishing of any Pre-existing Materials in and in connection with the Footage. My signature hereon subsequent to the production of the Footage and/or the Results and Proceeds shall have the same effect as if I had signed in advance thereof.

5. I represent that my appearance in the Footage (and my furnishing of Pre-existing Materials, if any) will not to the best of my knowledge (i.e., what I know or should know after the exercise of reasonable prudence) infringe upon the rights of any third party. I represent and warrant that I have all rights and authority to enter into this Waiver and Release ("Release") and to grant the rights granted herein. No other authorization is necessary to enable Filmmaker and/or 48HFP use my Name and Likeness, the Results and Proceeds and/or the Pre-existing Materials (if any), for the purposes herein contemplated. I hereby waive any right of inspection or approval of the Results and Proceeds, the Footage, my Name and Likeness and/or the uses to which such Results and Proceeds, the Footage and/or my Name and Likeness may be put.

6. As used in this Release: (a) the term "Releasing Parties" means and refers to each of me, my heirs, next of kin, spouse, spousal equivalent, guardians, legal representatives, executors, administrators, successors and assigns; and (b) the term "Released Parties" means and refers to Filmmaker and 48HFP and each and all of their respective parents, subsidiaries, related and affiliated companies, licensees, sponsors, successors and assigns, and the directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing entities.

7. I voluntarily assume any and all risks, known or unknown, associated with my participation in the Project and actions and undertakings in connection with the Project and the Footage (collectively "my Participation"). I acknowledge that my Participation may present certain risks to me, and I hereby assume any and all risks associated therewith, including, without limitation, the risk of physical or mental or emotional injury, minor and/or severe bodily harm, and/or illness, which arise by any means, including, without limitation: acts, omissions, recommendations or advice given by Filmmaker and/or 48HFP or their agents, employees, or other persons or entities affiliated with the Project; participation in inherently dangerous activities, latent or apparent defects or conditions in any equipment used in the Project; weather or other natural conditions; human error; my physical and mental condition; my own acts or omissions; first-aid, emergency treatment or other services rendered to me or others. Notwithstanding the foregoing, I hereby agree to voluntarily accept and assume any and all such risks as well as any risks not mentioned herein that are in any way associated with my Participation and the subsequent or simultaneous exhibition or other exploitation or dissemination of the Footage, the Results and Proceeds and/or any portion thereof in perpetuity throughout the universe in any and all media, whether now known or hereafter invented ("Exhibition").

