

2024 JULIA S. GOUW SHORT FILM CHALLENGE SUBMISSION RELEASE FORM

To Coalition of Asian Pacifics in Entertainment Foundation, Inc. (CAPE) and Janet Yang Productions (JYP):

I am submitting certain material to you (the "Material"), which I request that you read and evaluate. I represent and warrant that I am the sole owner and author of the Material; that the Material is my sole and original creation; that I have full and exclusive right, power, privilege and authority to submit the Material to you and to enter into this Agreement; that the Material has never been publicly exploited or used in any medium; and that the Material, including any element thereof, and its submission, review, and use, do not infringe, violate, or otherwise conflict with the rights of any other person or entity. I acknowledge that if you choose to read and evaluate the Material, you will be performing a valuable service to me. I acknowledge that you must protect yourself against any unwarranted claims by refusing to examine any material submitted to you unless you are assured, and I hereby agree, that you shall have the unqualified right to finally determine whether such material or any part thereof is in fact used by you or your successors, assignees or licensees, and what other consideration, if any, should be made for such use.

In order to induce you to consider the Material, I, on behalf of myself and my heirs, administrators, executors, representatives, or any person, firm or corporation claiming under, by or through me (collectively, "My Parties"), hereby irrevocably and forever waive, release, and relinquish any and all claims of any kind or nature (whether founded upon any alleged contract [express or implied], quasi-contractual obligation, confidential relationship, plagiarism, copyright infringement, idea theft or violation of any other alleged right) which I or My Parties may now or hereafter have against you, your successors, assignees, licensees and affiliates, and your and their respective officers, employees, agents, representatives, and designees (including those acting as judges and mentors) (collectively, "CAPE and JYP Parties"), relating to the Material. I agree that I will not assert or maintain any claims against you or any CAPE and JYP Parties arising out of or in connection with the Material. I specifically waive the provisions of California Civil Code Section 1542 and any similar provisions and/or principles under the laws of California or any other applicable jurisdictions. Section 1542 provides: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."** I also agree that any claim and/or action that I may bring against you shall be limited to a claim for actual monetary damages and that in no event shall you be liable for any lost revenues or profits or any consequential, incidental, statutory, exemplary or punitive damages. I irrevocably waive any right to equitable or injunctive relief.

I will indemnify you from and against any and all claims, expenses, losses or liabilities that may be asserted against you as a result of any breach or alleged breach of any of my obligations, covenants, agreements, representations and/or warranties contained herein or as a result of my submission of the Material, or should you acquire any rights therein, your use of such Material.

I realize that many ideas, concepts, stories, plots, characters, scripts, programs and other literary and/or dramatic and/or musical material are submitted or available to you, and that the Material may be similar or identical to material previously used, previously submitted by others, already under consideration by you, or may in the future be used, submitted by others or under consideration by you. I acknowledge and agree that your use of material containing features and elements similar or identical to those contained in the Material shall not obligate you to negotiate with me nor entitle me to any compensation if you determine that you have an independent legal right to use such other material, either because such features and elements were not new or novel or were not originated by me or because such similar or identical material has or may come to you from other sources or has been or may be independently created by you. I acknowledge that you are not agreeing to refrain from, or to compensate me for, the use of any elements of the Material which are not protected by copyright laws, including, by way of illustration, ideas, historical or factual matters or other public domain elements or aspects of the Material. The foregoing shall apply whether or not you have obtained such ideas and/or other public domain elements from other sources. I agree that nothing in this agreement, nor the submission of the Material, shall be deemed to place you in any different position from any other member of the general public with respect to the Material. Accordingly, any part of the Material that could be freely used by any member of the general public may be used by you without obligation or liability to me.

I acknowledge that you have not made any inducements, promises, or representations to me with respect to the Material, and that the Material is not being submitted to you in confidence, and no confidential or fiduciary relationship is intended or exists or is created between us. I further understand and agree that you are not responsible for the return of the Material, in whole or in part. I acknowledge that I have retained a duplicate copy of such Material in my possession and I hereby release you from any and all liability for loss or damage to the Material. In addition, I understand that any fee submitted in conjunction with said Material will be donated to CAPE and Janet Yang Productions in order to offset costs incurred by the organization for the JULIA S. GOUW SHORT FILM CHALLENGE, and will not be returned under any circumstances, including if the Material is not selected. This Agreement shall be construed in accordance with, and shall in all respects be governed by, the laws of the State of California, without regard to conflicts-of-laws principles, and the parties hereby submit to the exclusive

personal jurisdiction of the state and federal courts located in Los Angeles County. This Agreement contains the full and complete understanding between the parties and supersedes all prior and contemporaneous agreements and understandings pertaining to the subject matter hereof and cannot be modified except by a writing signed by me and you.

Very truly yours,

Signature: _____

Printed Name: _____

Date: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

E-mail Address: _____

DESCRIPTION OF MATERIAL:

TITLE: _____

LOGLINE: _____
