

# The Easterseals Disability Film Challenge

## ENTRY AGREEMENT

Thank you for your interest in participating in the Easterseals Disability Film Challenge (“EDFC”) Contest (“Contest”) sponsored by Easter Seals Southern California, Inc. (“Easterseals”). It is our policy to decline any Entry unless the person submitting it has read and signed this Agreement. **Please review this entire Agreement, and do not submit an Entry without having read and considered this Agreement with counsel of your choice.** The EDFC and Easterseals hereby agree to honor the terms hereof. Please complete and sign this Agreement in the spaces provided, return the original to us, and retain a copy for your records.

Name of Entrant: \_\_\_\_\_

Entrant Representative (“ER”): \_\_\_\_\_

Title of Entry: \_\_\_\_\_

Entrant Members: \_\_\_\_\_

1. To induce the EDFC and Easterseals to allow Entrant to submit an Entry into the Contest, ER hereby agrees on behalf of him/herself and on behalf of Entrant and each member thereof, and all of their respective agents, representatives, assigns and successors, to take part in the Contest, being presented by the EDFC and Easterseals under the terms hereof. ER has read, and agrees on behalf of him/herself, Entrant and the members to abide by the terms hereof and the Easterseals Disability Film Challenge Contest Official Rules (“Official Rules”), the terms of which have been read by ER and are available at <http://www.disabilityfilmchallenge.com/#!guidelines-and-rules/cihc> and by reference herein are made a part hereof. It is understood that EDFC and Easterseals reserve the right to disqualify from screening or exhibition, and remove from consideration for awards and prizes, any films/videos which do not adhere to the Official Rules.

2. ER hereby understands that he/she is responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating in the Contest, and all costs, expenses, damages and claims related thereto. EDFC and Easterseals are presenting the Contest in which ER is taking part. ER, on behalf of him/herself and on behalf of Entrant and each member thereof, and all of their respective agents, representatives, assigns and successors, hereby releases the Contest Indemnitees (as defined in the Official Rules) from any and all claims, costs, damages, expenses and liabilities including without limitation attorneys’ fees (collectively “Claims”) arising from the creation, production, use, exhibition, promotion, marketing, merchandising, or other exploitation of the Entry by the Contest Indemnitees or any of them, or by ER, Entrant and/or any member thereof (including without limitation Claims for negligence and other torts, unauthorized use of likeness, invasion of right of privacy, publicity or personality, any artists rights, moral rights, defamation, fraud, infringement of copyright and/or trademark, and breach of contract).

3. ER hereby affirms and warrants that ER will secure all rights (including without limitation copyrights) in and to all material included in the Entry including without limitation any and all images, photographs, performances, appearance(s) by any person(s), sounds, soundtrack and music (including without limitation, compositions, recordings and performances). In no manner limiting the foregoing, ER will obtain a signed Contest Release available at <http://www.disabilityfilmchallenge.com/prizes-and-rules> from all persons appearing in the Entry, from all cast and crew, from all persons or entities providing music or locations, and from all persons holding any rights to the Entry or elements thereof. ER represents and warrants that (a) he/she is free to enter into this Agreement, (b) except with regard to the EDFC’s and Easterseals’ rights as set forth herein, Entrant is the sole copyright holder in and to the Entry; and (c) the Entry does not, to the best of ER’s knowledge (after diligent investigation), violate the copyright of any person or entity, or defame or infringe upon any rights of any kind of, including the right of privacy, of any person or entity.

4. ER, on behalf of ER and on behalf of Entrant and each member thereof, and all of their respective agents, representatives, assigns and successors, hereby agrees to indemnify, defend, and hold harmless the Contest Indemnitees (collectively “Indemnified Parties”) from any and all claims, costs, damages, expenses and liabilities including without limitation attorneys’ fees (collectively “Claims”) arising from the creation, production, use, exhibition, promotion, marketing, merchandising, or other exploitation of the Entry by the Indemnified Parties and/or any of them, or by ER, Entrant and/or any member thereof (including without limitation Claims for negligence and other torts, unauthorized use of likeness, invasion of right of privacy, publicity or personality, any artists rights, moral rights, defamation, fraud, infringement of copyright and/or trademark, and breach of contract), and for any breach by ER of any representation, warranty or obligation hereunder.

5. From the date ER submits ER’s Entry, and continuing thereafter, EDFC and Easterseals shall have the permanent and irrevocable right to exhibit, copy, screen, advertise, publicize and exploit the Entry and any portion thereof in any manner and via medium in connection with the Contest in the sole discretion of EDFC and Easterseals.

6. ER may not assign this Agreement or any of its obligations hereunder without the prior written consent of Easterseals. ER acknowledges and agrees ER is not an employee or agent of the EDFC and Easterseals for any purpose and that the parties are contractors independent of one another.

7. ER hereby acknowledges, affirms and hereby agrees to allow EDFC and Easterseals camera crews to tape him/her or his/her Entrant members during the Contest and to use or publicize their names and likenesses in connection with the Contest without any payment or residuals.

8. ER further agrees to obtain and provide to the EDFC and Easterseals upon request a signed release for each of ER's participating cast and crew members and all persons participating in or contributing to the Entry, using the release form posted at <http://www.disabilityfilmchallenge.com/#!guidelines-and-rules/cihc>.

9. ER acknowledges that ER will submit the Entry voluntarily, on an unsolicited basis, and not in confidence, and that no confidential relationship is intended or created between anyone by the submission. ER will submit the Entry with a completed and signed Certification Statement using the certification form posted at <http://www.disabilityfilmchallenge.com/#!guidelines-and-rules/cihc>.

10. ER warrants that the Entry will be created and submitted in compliance with the Official Rules, and that ER, Entrant and all members will comply with the terms hereof and the Official Rules.

11. The Contest Indemnitees will not be liable for any special, indirect or consequential damages, without limitation, damages arising under any Claim or cause of action, including contract, warranty, strict liability or tort, whether or not any of them have been advised of the possibility of such damages. Furthermore, it is understood that the Contest Indemnitees' total and maximum liability for any Claims and/or causes of action arising from the contest or the submission shall not exceed, and is limited to, the total amount paid in registration fees by the Entrant. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.

12. Notwithstanding the foregoing, ER hereby agrees on behalf of ER and on behalf of Entrant and each member thereof, and all of their respective agents, representatives, assigns and successors, that no claim may be made against any of the Contest Indemnitees without first providing the DFC written notice ("Notice") by certified or registered mail to Easterseals, of any claim arising from the Contest, the Entry or this Agreement and detailing the claim. ER further agrees on behalf of ER and on behalf of Entrant and each member thereof, and all of their respective agents, representatives, assigns and successors, that no Notice is valid unless provided within thirty (30) calendar days after acquiring knowledge or inquiry notice of the claim. Time is of the essence and any delay will be a waiver of any claim. Easterseals will respond to the Notice within thirty (30) days of receipt.

13. No proceeding of any kind may be initiated unless the parties fail to resolve the claim within thirty (30) days of Easterseal's receipt of the Notice. If not so resolved, any remaining dispute must be submitted within six (6) months of the Notice to binding arbitration under the then applicable streamlined rules of JAMS, before a single arbitrator, in Los Angeles County, California.

14. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, and all parties hereby submit to jurisdiction thereof. ER acknowledges that ER's, Entrants', members', cast's, crew's and rights holders' sole remedy in any arbitration or any other proceeding relating to this Agreement or the Entry is money damages in the amount of the registration fee and, in particular, hereby waives the right to seek any other relief at law or equity (including, without limitation, injunctive relief) with respect to the Contest, Entry or this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction and a civil action may only be commenced for the sole purpose of enforcing an arbitration award.

15. This Agreement constitutes our entire understanding with respect to its subject matter. Any modification or waiver must be in writing and signed by ER, EDFC and Easterseals. The invalidity of any provision will not affect the remaining provisions.

16. No termination of this Agreement, and no acts with respect to the Entry will be deemed to affect any rights under this Agreement and all rights will survive any termination or acts.

**Agreed to and Accepted By:**

Signature: (Entrant Representative) \_\_\_\_\_

Name: (please print) \_\_\_\_\_

Entrant: \_\_\_\_\_

Date: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_