



## Submission Release

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

From: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_

Copyright #/WGA Registration: \_\_\_\_\_

RE: Project entitled or described as:

To ELYSIAN ENTERTAINMENT, INC.:

I am hereby submitting to you, for your examination and consideration, certain literary, oral, and/or other material, the tentative title and/or theme of which is indicated above (the "Material"), and hereby represent, warrant, acknowledge, and agree as follows:

1. I am the sole author and/or owner of all rights to the Material, and/or the duly authorized agent or representative of the lawful author and/or owner of the Material, and I have full power and authority to submit the Material to you on the terms and conditions hereof, each and all of which shall be binding on me and/or any parties for which I am acting. I will inform you immediately of any changes in the ownership, representation or other authority over the Material.

2. I understand that you shall have no obligation to me in any respect whatsoever with regard to the Material. No prior, present or future discussion and/or correspondence between us shall imply any obligation on your part, unless such correspondence be in the form of a written and executed legal agreement and/or deal memorandum which by its terms and provisions will be the only contract between us.

3. If the material is not new or original, and/or was not originated by me or those I represent, and/or has not been reduced to concrete form, and/or is in the public domain, and/or is not legally protectible, and/or if other persons (including, but not limited to the lawful owner, any assign or representative of the owner, and/or your employees), have previously or separately submitted Material similar or identical to the Material which you have the right to use, then I agree that you shall not be liable to me for your use of the Material, and you shall not be obligated in any respect whatsoever to compensate me for such use by you. I understand and agree that I am not submitting the Material to you in confidence.

I further agree that if you hereafter produce and/or distribute a film or other project based upon or including the same general idea, theme, situation, plot, setting, background, geographical idea, and/or period of history as the Material, then, unless you have substantially copied the expression and development of such idea, theme, situation, including the characters and story line, as herewith or hereafter submitted to you by me in writing, you shall have no obligation or liability to me of any kind or character, nor shall you be obligated to compensate me in connection therewith.



4. Should I bring any action against you for wrongful appropriation of the Material or any part thereof, such action shall in no event include the right to enjoin or restrain or otherwise interfere with the production, distribution or other exploitation of any film and/or other project made wholly or partially by you, and I expressly waive all rights to any injunctive or equitable relief. All remedies to me related to any and all claims in connection herewith shall be limited to an action at law for money damages which shall, in no event, exceed the fair market value of the Material on the date hereof. Should I be unsuccessful in any such action, I assume and agree to pay, upon demand, all your costs and expenses entailed in defending and/or contesting such action including, but not limited to, all court costs, costs of discovery and depositions, ascertaining originality, public domain status, or any other facts and/or factors deemed necessary or advisable by you in the defense of such action. Any such action shall be, and is hereby, waived and barred unless filed within six months after your first public release and/or use of the Material, or thirty days after you notify me in writing that you deny liability to me, whichever is first.

5. You may retain any and all copies of the Material and shall not be responsible for its preservation and/or return. I have at least one copy or duplicate of the Material.

6. This release shall be deemed made in the State of California and shall be construed in accordance with the laws of the State of California as applicable to contracts made and performed therein. Should any provision or part of any provision of this release be void or unenforceable, such provision or part thereof shall be deemed omitted, and the remaining provisions of this release shall remain in full force and effect. This release shall bind and inure to your benefit and to your heirs, assigns, successors and parent, subsidiary, and affiliated corporations, and each of their officers, employees and agents.

Sincerely,

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Signature

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Name (printed)