



SUBMISSION RELEASE AGREEMENT

Date: _____

I, _____, am submitting material entitled _____ (“Property”) to Prospector Pictures (“Company”) for the purposes of evaluation. By signing this agreement, I acknowledge the following conditions:

- i. I understand the Company will not review the Property without this signed Release Agreement. I further understand that the Company will refuse to accept and evaluate the Property in the absence of my acceptance of each and all of the provisions of this agreement.
- ii. I hereby grant the Company and its affiliates the right to read and evaluate the Property. I understand such evaluation is a subjective process, allowing for reasonable disagreement as to the relative merits of the Property. I also understand that the evaluation may or may not be complimentary or positive in its judgment, and that the evaluation fee is non-refundable.
- iii. I acknowledge that I am the author of the Property, and am the present and sole owner of all rights, titles, copyrights and interests in and to the Property. I further acknowledge that I have the exclusive, unconditional right and authority to submit and/or convey the Property to the Company upon the terms and conditions set forth herein.
- iv. I acknowledge that because of its position in the entertainment industry, the Company and its affiliates are exposed to numerous ideas, formats, stories, suggestions, concepts and the like. I understand that many stories, ideas and concepts are similar and that different stories, ideas and concepts frequently relate to one or more common underlying themes and may closely resemble other works.
- v. I understand and agree that I will not be entitled to any compensation or other consideration because of the use of such similar or identical material, stories, ideas, and/or concepts that may have come to the Company or its affiliates. I hereby release the Company and its affiliates for any and all claims, liabilities and demands that may be made by me asserting that the Company have used or appropriated the Property, or any portion thereof.

- vi. I acknowledge that the Company recommends that I copyright the Property with the United States Copyright Office and/or register the Property with the Writer's Guild of America. I also acknowledge that it is my responsibility to copyright or register the Property prior to submitting it to the Company and hereby release the Company and its affiliates from any claims that arise from my failure to do so.
- vii. I acknowledge and agree that there are no prior or contemporaneous oral agreements in effect between me and the Company pertaining to the Property. I further agree that no other obligations exist or shall exist or be deemed to exist unless and until a formal written agreement has been prepared and entered into by both parties, and then both parties' rights and obligations shall be only such as are expressed in said formal written agreement.
- viii. In the event of any dispute concerning the Property and/or in connection with this agreement, such dispute shall be submitted to binding arbitration in the County of Los Angeles, State of California and rules and regulations of the American Arbitration Association. Each party hereby waives any and all rights and benefits which he or it might otherwise have or be entitled to under the laws of the State of California to litigate in court any dispute, it being the intention of the parties to arbitrate all disputes in accordance with the provisions of this Agreement.
- ix. I understand the Company may retain or destroy the submission and I acknowledge that I possess additional copies of same. I release the Company from any and all liability for loss or other damage to the copies of the Property submitted to the Company hereunder.

Acknowledged and agreed by

Signature

Print Name

Date