

SUBMISSION RELEASE

_____, 20____

Dear Sir/Madam:

I am submitting voluntarily to you herewith certain ideas, proposals, literary materials, artwork, or other creative work, as described on Annex A attached hereto and made a part hereof (the “Material”). In consideration of your review (or the review by an appropriate employee designated by you) of the Material, I hereby acknowledge and agree as follows:

1. My execution of this Submission Release (the “Release”) is a prerequisite to your review of the Material. This Release will cover and govern the Material, regardless of whether the Material is submitted to you by me, directly or indirectly, prior to, following, or contemporaneous with my execution of this Release. No confidential or fiduciary relationship is or will be established by my submitting the Material to you.

2. I warrant that I am the sole creator, author, and owner of the Material and that I have the full right and authority to submit the Material to you. I further warrant that no rights in or to the Material have been granted previously and that your review of the Material will not violate any personal or property of rights of any third party, including, but not limited to, copyright and rights of privacy or publicity.

3. I believe that the Material is valuable, usable, and novel. However, I understand that your consideration and review of the Material is not an admission by you that the Material is valuable, usable, or novel. I recognize that you may have independently created, received, and/or had access to, or may hereafter independently create, receive, and/or have access to, ideas and other creative work from other sources, which may be similar or identical to the Material and I understand and agree that I will not be entitled to any compensation for your use of any such similar or identical idea or other creative work. I further agree that you will not be liable to me for your use of any part of the Material that is neither novel nor legally protected. Notwithstanding the foregoing, I understand that you will not use any legally protected portion of the Material unless and until you and I have entered into an agreement in writing, signed by both of us, pertaining to my compensation for your use of the Material.

4. Notwithstanding anything to the contrary under this Release, I hereby release you of and from any and all claims, actions, damages, losses, and liabilities of any kind whatsoever, now or in the future, that may be made by me that you have used or improperly used the Material or that may arise in connection with the Material.

5. No contract exists between us with respect to the Material, other than that created by this Release. Your consideration of the Material and any discussion we have about the Material does not obligate you in any way to use the Material or to negotiate with or enter into any agreement with me regarding the Material. I understand that I will retain all rights to submit the Material or similar material to persons other than you.

6. I agree to indemnify you against any and all claims, actions, damages, losses, liabilities, and expenses, including reasonable outside attorneys' fees, arising out of or caused by any breach or alleged breach of any representation, covenant, or warranty made by me hereunder.

7. I have retained a copy of the Material and this Release and I agree that you will have no obligation to return the submitted copy of the Material to me. I hereby release you of and from any liability for loss or destruction of or damage to the Material.

8. Any controversy arising out of or in connection with this Release will be governed by the laws of the State of California.

9. This Release, together with Annex A hereto, constitutes the final, complete, and exclusive statement of the agreement between us with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between us. This Release is binding upon me, and my heirs, legal representatives, and assigns.

10. If any provision of this Release is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Release will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein

11. This Release may be supplemented, amended, or modified only by the mutual agreement of both of us, which agreement must be in writing and signed by both of us.

12. All references to "you" and "your" in this agreement will include you, your parent, subsidiaries, affiliates, employees, agents, successors, and assigns.

13. I hereby represent that I am executing this Release voluntarily and I fully understand its contents, meaning, and impact.

[SIGNATURE PAGE FOLLOWS]

Sincerely,

Signature

Print Name

Address

City & State

AGREED TO AND ACCEPTED BY:

Signature

Print Name

Address

City & State

Date

[SAMPLE]

ANNEX A
DESCRIPTION OF SUBMISSION

SUBMITTER'S NAME: _____

DESCRIPTION OF MATERIAL SUBMITTED:
(Include name/title, format, and total number of pages if applicable)

COPYRIGHT INFORMATION (IF APPLICABLE):
