KissFist Film Challenge
RELEASE AGREEMENT

By signing the following, you consent to the terms in this Agreement.

Signature, Entrant Representative _____

Name (Print) _____

Date _____

Address _____

_____

Phone _____

Email _____

If Signatory is under 18: I represent and warrant that I am the parent or guardian of the minor whose name appears above, that I have read and approve of the foregoing Release, and consent to its execution by my child/ward. For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, I hereby release the Released Parties, as set forth and in accordance with the foregoing Release, from any claims and/or causes of action I may have against them of any nature whatsoever, and I hereby fully and unconditionally guarantee my child's/ward's releases, waivers and grant of rights as set forth above.

Signature, Parent or Guardian _____

Name (Print) _____

Date _____

Address _____

_____

Phone _____

Email _____

1. For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, I agree to voluntarily and without compensation participate in and/or allow my property to be used, exhibited and exploited in connection with a motion picture (the “Entry”) being produced by myself (“Entrant”) to be submitted as part of the 2020 KissFist Film Challenge Contest presented by Deaf Spotlight as well as in connection with any advertising, promotion or description of the Contest by the KissFist Film Challenge or Deaf Spotlight.

2. I hereby grant to the KissFist Film Challenge and Deaf Spotlight and their respective agents, representatives, assigns and successors (a) the right (but not the obligation) to use, exhibit, copy, distribute, publicize, advertise and promote my voice, likeness, conversations, sounds, copyrights, personal property images, rights of publicity and privacy and any pre-existing materials furnished by me as may be depicted in, or inferred from, the Entry (collectively “my works and rights”).

3. I shall have no rights in, or entitlement to any compensation from the KissFist Film Challenge or Deaf Spotlight. I understand that, without limitation or consent, the KissFist Film Challenge and Deaf Spotlight shall have all rights in perpetuity and in all media to use my works and rights in connection with and pursuant to the Official Rules of the Contest, which I understand is available to me to review on the KissFist Film Challenge page.

4. I hereby expressly waive any and all so-called “moral rights” or “droits morale” in connection with the Contest and my works and rights in and in connection with the Entry. My signature hereon subsequent to the production of the Entry shall have the same effect as if I had signed in advance thereof.

5. I represent that my appearance in, and contributions to, the Entry will not to the best of my knowledge (i.e., what I know or should know after the exercise of reasonable prudence) infringe upon the rights of any third party. I represent and warrant that I have all rights and authority to enter into this Release and to grant the rights granted herein. No other authorization is necessary to enable the KissFist Film Challenge or Deaf Spotlight to use my name and likeness or my works and rights for the purposes herein contemplated. I agree to fully indemnify and hold harmless the Released Parties, as defined in paragraph 6 below, from and against any and all claims, loss or liability (including reasonable attorneys’ fees) that may be result as a direct or indirect result of my participation or any breach of this Release.

6. As used in this Release: (a) the term “Releasing Parties” means and refers to each of me, my heirs, next of kin, spouse, spousal equivalent, guardians, legal representatives, executors, administrators, successors and assigns; and (b) the term “Released Parties” means and refers to the KissFist Film Challenge and Deaf Spotlight and their officers, directors, members, agents, employees, related and affiliated companies, licensees, sponsors, successors and assigns.

7. I voluntarily assume any and all risks, known or unknown, associated with my participation in the Contest and to all actions and undertakings in connection with the Contest and the Entry

(collectively “my Participation”). I waive any claim against the Released Parties in connection with any harm or injury that may arise from my participation in the Entry, or from the production of the Entry, or from the Contest and any action within the Official Rules. I hereby agree to voluntarily accept and assume any and all risks of participation, production and use of the Entry, as well as any risks not mentioned herein that are in any way associated with my participation.

8. I and the other Releasing Parties hereby voluntarily and knowingly, release, discharge and relinquish any and all claims, actions and lawsuits of any kind against the Released Parties related to or arising from my participation, including, without limitation, travel to and from any location used in connection with the Entry, the making, taping, production, use, editing, distribution, licensing, promoting, and/or exhibition of the Entry, my works and rights and/or any portion thereof, including, without limitation, any claims, actions or lawsuits for wrongful death, negligence and/or other fault, either active or passive, personal injury, wrongful death, defamation, false light, violation of right of publicity, invasion of privacy, disclosure of embarrassing private facts, fraud, breach of contract, infringement of copyright, and negligent or intentional infliction of emotional distress.

9. I recognize that other persons or entities may have created similar or identical material to that I contributed, that they have the right to use and exploit their material, and I understand that I will not be entitled to any compensation because of any such use of other similar or identical material.

10. I acknowledge that I may hereafter discover claims in addition to the ones released in this Release, and I and the other Releasing Parties hereby release the Released Parties from any such unknown and/or unsuspected claims. I and the other Releasing Parties acknowledge and agree that this Release is an essential and material term of this agreement and Entrant’s participation in the Contest, and, without such waiver and release, neither Entrant nor the the KissFist Film Challenge and Deaf Spotlight would have accepted my participation in the Entry. I and the other Releasing Parties hereby represent that we have been advised by legal counsel or have been given ample opportunity to be so advised and understand and acknowledge the significance and consequence of this Release and of the waivers herein. I and the other Releasing Parties hereby waive Section 1542 of the Civil Code, which we understand reads as follows: 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.

11. The validity, interpretation and legal effect of this Release and any other agreements into which I may enter or documents I may execute in connection with the Contest shall be governed by the laws of the State of Washington applicable to agreements executed and fully performed within that state, without regard to its conflicts of law provisions. Should any provision hereof be found invalid, in whole or in part, it shall not affect the validity or enforceability of any other

provision hereof or of that provision insofar as it is not invalid or unenforceable. Any waiver of any term of this Release in a particular instance shall not be a waiver of such term for the future.

12. This Release shall bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. I represent that I am at least 18 years of age, and that if I am under 18 my parent or legal guardian has signed below.

13. I acknowledge that the KissFist Film Challenge and Deaf Spotlight will rely on the waivers, releases and permissions granted herein potentially, at substantial cost to the KissFist Film Challenge and Deaf Spotlight and/or Entrant, and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the Contest or the exercise of the permissions granted hereunder. I have consulted with independent counsel to my satisfaction before signing this Release.

14. This Release states the entire understanding between the KissFist Film Challenge, Deaf Spotlight and me. Should any part of this Release be void or unenforceable, such part shall be deemed omitted, and this Release with such part omitted shall remain in full force and effect. This Release shall be interpreted under the internal laws of the State of Washington.