

MadCap Entertainment Ltd. Submission Disclaimer and Waiver Form

Date: _____

To: **MadCap Entertainment Ltd.** (the “Company”)
Web: www.madcapfilms.com
Email: info@madcapfilms.com

I, _____, am submitting to you as part of this Submission Agreement (the “Agreement”) the following written material (the “Material”) entitled:

_____.

The Material is submitted on the following terms, conditions and understandings:

1. I warrant that I am either the author and owner of all rights to the Material or the duly authorized agent of the author and owner of the Material, that the Material is free of all claims and encumbrances, that the Material does not constitute defamation against and does not violate any rights of any person, and that 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 any and all persons for whom I am acting. I acknowledge that this is an unsolicited submission and that you did not suggest or request that the Material be written, created, or submitted.
2. I understand and acknowledge that because of your position in the entertainment industry you receive numerous unsolicited submissions of ideas, formats, stories, suggestions, and the like. I further understand and acknowledge that you would refuse to accept, consider or otherwise evaluate the Material in the absence of my acceptance of each and every provision of this Agreement.
3. I acknowledge that the Material is submitted by me voluntarily, on an unsolicited basis, and not in confidence, and that no confidential or fiduciary relationship is intended or created between us by reason of my submission of the Material. Nothing in this agreement, nor the submission of the Material, shall be deemed to place you in any different position from any other member of the public in respect to the Material. Furthermore, no obligation of any kind is assumed or may be implied against you by reason of your consideration of the submitted Material or by any discussions or negotiations we may have with respect thereto, except pursuant to any express written agreement which we may hereafter execute and which, by its terms, will be the only contract between us.
4. I accept that you may discuss or review the Material with others. I also understand that any discussion or review of the ideas and or Material I submit by you does not imply that you agree to compensate me.
5. I recognize the possibility that the submitted Material may be identical with or similar to ideas or materials which have or may come to you from other sources. I understand and agree that your use of material containing features or elements similar to or identical with those contained in the Material shall not obligate you to negotiate with me nor entitle me to any compensation if you determine that you have an independent legal right to use such other material which is not derived from me (either because such features or elements were not new or novel, or were not originated by me, or were or may hereafter be or heretofore independently created and submitted by other persons, including your employees). Any Material which, in accordance with this Paragraph, you are entitled to use without obligation to me is hereinafter referred to as “Unprotected Material”. If all or any part of the Material does not fall in the category of Unprotected Material, such part, if any, is hereinafter referred to as “Protected Material”.
6. You agree that if you use any Protected Material in a work, distributed, exhibited or released to the public, you will negotiate appropriate compensation with me prior to use. This compensation will be agreed upon, in writing, through good faith negotiations between us. I also agree that any controversy relating to any alleged use of materials or ideas originating from any Protected Material is to be determined through arbitration in accordance with paragraph 9 and 10, below.

7. I understand that whenever the word “you” or “your” is used herein, it refers to (a) the Company, (b) its parent company and any affiliated, subsidiary or related companies, (c) any parties to whom the Company submits materials, and (d) the officers, directors, agents, servants, employees, stockholders, clients, successors and assigns of you, and of all such firms, persons and corporations referred to in the immediately preceding 7.(a) through (c) hereof. I understand that whenever the word “I”, “me” or “my” is used herein, it refers to the undersigned person submitting the Material and anyone on whose behalf the undersigned is acting in submitting the Material.
8. I indemnify you from and against any and all claims, expenses, losses, or liabilities (including but not limited to legal fees and punitive damages) that may be asserted against you or incurred by you at any time in connection with the Material arising from any breach of any promise or warranty given by me herein.
9. In the event of any dispute concerning the use of Material not governed by this Agreement, such dispute shall be determined by submitting the matter to arbitration. Each party hereby waives any and all rights to litigate any such dispute in court, it being the intention of the parties to resolve all such disputes through arbitration pursuant to this Paragraph. Either party may commence arbitration proceedings by giving the other party written notice thereof by registered mail. The arbitration shall be conducted in Vancouver, in accordance with the rules and procedures of the Arbitration Act, British Columbia and the provisions of this Agreement, by an arbitrator with knowledge of the film and television industry, to be determined jointly by us. In the event we are unable to agree upon an arbitrator, both parties shall select a designee, and these designees shall jointly select an arbitrator whom we both agree shall arbitrate the dispute. Each party shall bear its own costs of the proceeding, including legal fees.
10. In the event such arbitration is concluded in my favour, I agree that the award shall be limited to a claim for damages, which shall in no event, under any theory, exceed the fair market value of the Protected Material on the date hereof, as determined by customary practice in the television motion picture industry and without regard to any profits or revenues that you might receive as a result of the use of the Material, or any part thereof or idea therein; that I shall in no event be entitled to an injunction or any other equitable relief. Any judgment resulting from such arbitration shall be confidential, final, and binding and may be enforced by the courts of British Columbia.
11. You may freely assign your rights under this agreement.
12. I have retained at least one copy of the Material, and I hereby release you of and from any and all liability for loss of, or damage to, the copy or copies of the Material submitted to you hereunder, whether such loss or damage occurs in transit to or while in the possession of the Company, or otherwise.
13. This Agreement shall be in all respects be governed by and interpreted pursuant to the laws of British Columbia.
14. Should any provision of this agreement be void or unenforceable, such provision shall be deemed omitted, and this agreement with such provision omitted shall remain in full force and effect.
15. I hereby state that I have read and understand this Agreement, that this Agreement states our entire understanding, and that no oral representations of any kind have been made to me except those expressly stated in this Agreement. This Agreement may only be modified by subsequent written agreement signed by myself and yourself.

My signature below acknowledges that I understand, accept and agree to abide by the above terms as of the above date:

My Signature

Witness Signature

My Name

Witness Name

My Address & Contact Info

Witness Address & Contact Info