# OOTC48 Hour Horror Film Challenge Music Release Form

1. For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the undersigned (I, me, my) agree to furnish the musical compositions, recordings, performances, and/or other materials described below (collectively "Material") intended to be incorporated in and used in connection with a motion picture ("Film") being produced by _____ ("Filmmaker") as part of the OOTC48 Hour Horror Film Challenge on or about _____ (date) (the "Project").

The description of the Material is as follows: (please list title of music; if original work, list composer and/or musician; if from music service or music library, please list the name of the service/library and contact information.)

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2. I hereby irrevocably grant to Filmmaker and Out Of The Cellar, LLC (OOTC48) (collectively, "Producer") the right to incorporate the Material, and any portions thereof, in whole or in part in the Film in any manner at Producer's sole discretion, and to use and exploit the Material (as incorporated in the Film) in all media, versions and forms, whether now known or hereafter devised, in all languages, throughout the universe, in perpetuity, including, without limitation, television, the Internet, DVD, books, merchandise and all ancillary exploitation, and in any advertising, publicity or promotion for the Film, the Project, OOTC48 and/or any sponsor of OOTC48 and/or the Project. Producer has the right to alter or modify the Material in any manner, at its sole discretion. Producer may in its sole discretion accord me credit in the Film and/or otherwise for such use.

3. I represent that I have the right to grant to Producer the right to use the Material without the necessity of obtaining the consent of any third person or entity, and that the Material does not infringe the copyright or violate any right of publicity, privacy or any other right of any person or entity. Nothing herein requires Producer to use the Material. I agree to indemnify and hold harmless Producer and any person claiming under Producer, and the officers, directors, shareholders, employees, agents and representatives thereof, from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising in connection with any breach or alleged breach by me of any above representations or agreements. I hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder. I acknowledge that, in the event of any breach by Producer or any third party, the damage, if any, caused me thereby will not be irreparable or otherwise sufficient to entitle me to seek injunctive or other equitable relief. I acknowledge that my rights and remedies, if any, in any such event will be strictly limited to the right, if any, to recover compensatory monetary (but not punitive or consequential) damages in an action at law, and I will have neither the right to rescind or terminate this Agreement or any of Producer's or its licensees' or assigns' rights hereunder, nor the right to enjoin the production, exhibition or other exploitation of the Film or any subsidiary or allied rights with respect thereto, nor will I have the right to terminate my obligations hereunder by reason of such breach.

4. I agree to timely execute and deliver (or to procure the timely execution and delivery to Producer of) any additional documents which Producer may require to evidence its rights. I hereby appoint Producer, or its nominee, as my irrevocable attorney-in-fact, with the right, but not the obligation, to prepare or complete any such documents and to execute the same in my name, or to obtain execution thereof by others.

5. In addition to any of its other rights or remedies, Producer will be entitled to seek injunctive relief in the event of any breach of my representations, warranties and agreements hereunder. Producer and shall have the right to freely assign and license this agreement and all or a portion of its rights and remedies hereunder, without my consent. This Agreement will inure to the benefit of and will be binding upon the parties' respective affiliates, successors, licensees, assigns, heirs and representatives. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto.

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6. I give Producer the foregoing grant of rights with the full knowledge and understanding that Producer may incur substantial expense in reliance thereon. Producer may at any time elect not to use the Materials, in which case neither party will have any obligation to the other hereunder.

## Agreed and Accepted:

Name: _____

Signature: _____

Date: _____

Phone: _____

Email: _____

Address: _____

## 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 Producer 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 of Parent or Guardian Printed Name Date

_____

Address