

RIVR MEDIA, LP PRODUCTIONS RELEASE

RIVR Media, LP ("RIVR") appreciates the opportunity to review the _____ entitled _____ (the "Material") you wish to submit for consideration. Frequently, however, we receive material which duplicates material that has been previously suggested or created by our staff or others; furthermore, we may use material similar to the Material submitted by you which we may receive after your submission. As a result, it has become necessary for us to adopt the policy of refusing to consider any such material unless and until the person submitting it agrees to the terms and conditions set forth below (the "Release"). The execution of this Release by you is a prerequisite to the review by us of any materials submitted by you.

In consideration of RIVR's review of the Material, you hereby agree as follows:

1. We do not undertake to consider the Material in confidence; by way of example, but not limitation, RIVR must disclose the Material to its various employees, and possibly to non-employees, to determine the Material's value to RIVR. No confidential relationship shall arise out of our consideration of the Material, or any discussions that we have with you at anytime with respect thereto.
2. Your submission is made with the understanding that we shall give it such consideration as it merits in our sole and final judgement, and RIVR is under no obligation to you whatsoever if it does not consider or evaluate the Material, or does not desire to use it. RIVR shall not be obligated to further consider the Material or to negotiate with or enter into any agreement with you in connection with the Material or otherwise. Consideration of the Material is not an admission by us of its novelty, propriety or originality. RIVR is under no obligation to reveal to you either its actions in connection with the Material or any information regarding any of its other plans or activities.
3. You hereby represent and warrant that: (a) you are the sole originator of the Material, that the Material is solely owned by you, and that no other person, firm or corporation has any right, title or interest therein or thereto; (b) neither the Material nor our review or use thereof shall violate any personal or property rights of any third party including, but not limited to, moral rights, defamation, libel, slander, privacy, publicity, copyright, trademark, or any other intellectual property rights; (c) you have the full right and authority to submit the Material to RIVR upon all of the terms and conditions of this Release; and (d) the Material has not been previously disclosed to us, nor has RIVR made any prior inducements, promises or representations to you regarding the Material.
4. Any parts of the Material that are solely owned and controlled by you pursuant to The Lanham Trademark Act (15 USC §1051 et seq.) and/or The Copyright Act (17 USC §101 et seq.) (the "Statutes"), shall be deemed "Protected Materials" for the purposes of this Release. RIVR shall have the right to, or right to acquire, any materials, including those which have been submitted by you, which are not Protected Materials or which are owned by a third party. Neither the submission of the Material nor anything in this Release shall be deemed to limit or restrict RIVR' rights, or otherwise obligate it to you in connection therewith, nor prohibit RIVR' use of materials submitted to, or acquired or created by RIVR prior to or after your submission, including, without limitation, the Protected Materials, without any obligation to you.
5. Any ideas, concepts or materials that are independently created by RIVR, even if similar or identical to the Protected Materials, shall entitle RIVR to all rights of exploitation therein in accordance with the Statutes, and all other applicable laws. You hereby waive and discharge any claims against RIVR pertaining to the Material (including, without limitation claims for

breach of implied contract) except those expressly authorized under the Statutes. You shall not be entitled to any compensation by RIVR for its review or use in any manner of the Material, or any portion thereof, which is not Protected Material. Nothing stated or omitted from this Release should be deemed to constitute an admission of any fact or waiver of any right, remedy or defense available to RIVR or its parents, subsidiaries or affiliate entities, all of which are reserved to the fullest extent.

6. You shall indemnify, defend and hold RIVR harmless from and against any claims, losses, obligations, liabilities or expenses (including, without limitation, reasonable attorneys' fees and costs) that may be asserted against RIVR or incurred by RIVR in connection with the Material, any use of such material by RIVR or any breach of any representation, warranty or covenant made by you hereunder.

7. You shall not, directly or indirectly, misuse, misappropriate, or disclose to any other person any non-public information concerning RIVR, including, without limitation, proprietary or confidential information, you may become aware of in connection with our consideration of the Material or arising out of any discussions that we have with you at any time with respect thereto, or use such information in any way, except as authorized by RIVR or required by law.

8. All references to RIVR herein shall include every RIVR subsidiary, affiliate, or parent or other company under its common ownership or control, and each of its and their directors, officers, agents, employees, consultants, lessees, licensees, successors and assigns.

9. This Release constitutes the entire understanding between you and RIVR. No other agreement, written or oral, express or implied, exists between you and RIVR with respect to the Material. Any modification or waiver of any provision of this Release or termination hereof must be in writing and signed by both you and us. The invalidity of any provision hereof shall not affect the remaining provisions. The representations, warranties and indemnities herein shall survive the termination, execution, completion or expiration of this Release.

10. You have retained a copy of the Material, and agree that we shall not have any obligation to return the submitted copy to you nor be under any obligation for any loss or damage to such copy.

By your signature below, you represent and warrant that you have fully read and understand, and agree to the foregoing.

Your Name (print)

Your Signature

Your Address

(_____) _____
Your Phone Number

Today's Date

If you are under 18 years of age, your parent or guardian must also sign here:

Parent's or Guardian's Signature