

Moab Showdown Team Leader's Agreement

This is an agreement between _____ ("Team Leader"), representing the film team known as _____ ("Team"), and the Moab Showdown, ("MS49"), with respect to Team Leader's and Team's involvement in the Moab Showdown 2019 and creation of a short film or video (the "Film") pursuant to the terms below. Team Leader hereby agrees on behalf of him/herself and Team to take part in the Moab Showdown, being produced by the Moab to Monument Valley Film Commission ("MMVFC") and scheduled to take place from _____ to _____, 2019.

(1) Team Leader has read, and agrees on behalf of him/herself and Team to abide by, the "Filmmaking Rules" and the "Competition Rules" (collectively "Official Rules") of the project, the terms of which are available at www.filmmoab.com/showdown, and by reference made a part hereof. It is understood that MS49 reserves the right to disqualify from screening or exhibition and remove from consideration for awards and prizes any films/videos which do not adhere to the Official Rules.

(2) Team Leader hereby understands that he/she is responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating, and all costs, expenses, damages and claims related thereto. MS49 is providing the event and guidelines in which the Team Leader is taking part; a screening opportunity for all qualifying films/videos; and a prize for the Moab Showdown winner.

(3) Team Leader hereby affirms that he/she will secure all rights (including without limitation copyrights) in and to all material

included in the Film, including without limitation any and all images, photographs, performances, appearance(s) by any person(s), sounds, soundtrack and music (including without limitation compositions, recordings and performances). In no manner limiting the foregoing, Team Leader will obtain a signed Waiver and Release Form from all cast and crew, a signed Music Release from all persons or entities providing music, and a signed Location Release for all locations used in the Film. Team Leader represents and warrants that he/she (a) is free to enter into this Agreement,

(b) that, except with regard to MS49's rights as set forth herein, Team Leader is the sole copyright holder in and to the Film; and (c) the Film does not to the best of Team Leader's knowledge (including what Team Leader should know or have known in the exercise of reasonable prudence) violate the copyright of any person or entity, or defame or infringe upon any rights of any kind of, including the right of privacy, of any person or entity.

(4) Team Leader hereby agrees to indemnify, defend, and hold harmless MS49, its owners, officers, directors, shareholders, employees, licensees, partners and assigns (collectively "Indemnified Parties") from any and all claims, costs, damages, expenses and liabilities including without limitation attorneys' fees (collectively "Claims") arising from the creation, production, use, exhibition, promotion, marketing, merchandising, or other exploitation of the Film by the Indemnified Parties and/or any of them, Team Leader, Team and/or any member thereof (including without limitation Claims for negligence and other torts, unauthorized use of likeness, invasion of right of privacy, publicity or personality, defamation, fraud, infringement of copyright and/or trademark, and breach of contract), and for any breach by Team Leader of any representation, warranty or obligation of Team Leader hereunder.

(5) Team Leader grants to the MS49 exclusive rights to the film, in accordance with the following:

From the date Team Leader submits his/her film to the MS49 and continuing until Nov.10th, 2020 ("End Date"):

(a) Team Leader shall have the following non-exclusive, non-assignable rights:

(i) to enter the Film in film festivals & competitions; (ii) to screen the Film at local film events; (iii) to stream the Film or any portion thereof for free on Team Leader's personal website or for free on any third party website for Internet viewing, provided that the Film or portion thereof as so streamed contains an initial full screen title card stating "This Film was created for the Moab Showdown" (or other language as may be designated by MS49); (iv) to distribute the film for free via DVD; (v) to use the Film on a professional reel to promote Team Leader, Team or any Team member; and (vi) any other use agreed to in writing by MS49.

(b) MS49 shall have the following rights, which, except for the limited rights of Team Leader as set forth above, shall be exclusive to MS49: to copy,

screen, show, exhibit, telecast, broadcast, advertise, market, exploit, and disseminate the Film and/or any portion thereof throughout the universe in perpetuity, via any medium and in any manner whether now known or hereafter invented, including but not limited to theatrical, television (including without limitation all forms of broadcast, cable, Video On Demand (VOD) and digital television), DVD/home video/videogram (including any videogram successor), Internet distribution and any means of digital download, and to sell, license and/or assign any or all of the foregoing rights to any third party. In no manner limiting the foregoing, MS49 shall have the right to use the Film and any portion thereof to advertise, promote and publicize the Moab Showdown and/or any sponsor thereof in any manner and via any medium at MS49's sole discretion.

(6) The parties agree that the following terms shall apply should MS49 license, sell, or otherwise assign ("license") any rights in the Film to a third-party licensee prior to the End Date:

(a) Individual License (i.e., MS49 licenses the Film individually): MS49 will receive the 33% of any license fee and/or royalties or reuse fees received therefrom; Team Leader shall receive 67% of MS49's net proceeds of such license fee and/or royalties/reuse fees.

(b) Collection licensed to a third-party or created by MS49 for an official DVD (i.e., M.S. licenses two or more films ("Collection") of which the Film is one): If Team Leader's entire Film is included in the Collection, Team Leader will receive a pro rata share of 50% of MS49's net proceeds therefrom. Pro ration will be dependent upon number of films included in the collection.

(c) Sponsor License: Notwithstanding the foregoing, in the event the licensee of the Film or Collection is a sponsor of MS49 or the Moab Showdown ("Sponsor") as determined by MS49, MS49 will retain 100% of all proceeds, if any, from any such license.

MS49's net proceeds for the purposes of this paragraph 6 shall be defined, computed, paid and accounted for pursuant to MS49's standard definition, which shall include allowances for the deduction from gross receipts MS49's customary deductions including, without limitation, distribution fees, distribution expenses, and overhead. MS49 shall make semi-annual (i.e., twice per year) reports to Team Leader, provided, however, that MS49 need not issue a report if Team Leader has not accumulated revenue to report. MS49 shall issue checks to Team Leader

on a semi-annual basis so long as total revenue for a Team Leader has reached a minimum of \$25.

(7) In the event that a third-party wishes to purchase rights to the film beyond the above End Date, the MS49 shall notify the Team Leader and the Team Leader and MS49 shall negotiate an agreement.

Notwithstanding the foregoing, Team Leader shall not at any time (whether before or after the End Date) assign or license any rights in and/or to the Film to any third party without the prior written permission of MS49, and MS49 shall not assign or license any rights in and/or to the Film to any third party which would preclude Team Leader from exercising its rights in and/or to the Film as set forth above at Paragraph 5(a) and/or in this paragraph (as applicable), without the written permission of Team Leader.

(8) Should the Team Leader receive a distribution offer prior to the End Date and not initiated by MS49, Team Leader may enter into the deal provided the following requirements are met: 1) MS49 gives authorization in writing; 2) MS49 receives five percent (5%) of all distribution proceeds.

(9) Team Leader hereby acknowledges that participation in the Moab Showdown 2019 is without remuneration or monetary compensation whatsoever. The consideration for participating in the Moab Showdown is the screening of Participant's completed film/video at the conclusion of the Moab Showdown; and the possibility, although not the obligation by MS49, for future screenings and distribution; and the opportunity for publicity or exposure for being a participant.

(10) Team Leader acknowledges that, in the event of any breach by MS49 or any third party, the damage, if any, caused to Team Leader thereby will not be irreparable or otherwise sufficient to entitle Team Leader to seek injunctive or other equitable relief. Team Leader's rights and remedies in such event will be strictly limited to the right, if any, to recover compensatory (but not punitive or consequential) damages in an action at law, and Team Leader will have neither the right to rescind or terminate this agreement or any of MS49's rights hereunder, nor the right to enjoin the exhibition or other exploitation of the Film or any subsidiary or allied rights with respect thereto.

(11) Team Leader may not assign this Agreement or any of its obligations hereunder without MS49's prior written consent. MS49 may freely assign any and all rights and obligations under

this Agreement in whole or in part to any other party. Team Leader acknowledges and agrees that Team Leader is not an employee or agent of MS49 for any purpose, including all tax obligations, but that the parties are contractors independent of one another.

(12) Team Leader hereby acknowledges that a "Making of the Moab Showdown" (the "Documentary") may be shot during the Moab Showdown, and hereby agrees to allow camera crews to tape his/her team during any production stage of the Moab Showdown; and further agrees to immediately provide to the MS49 a signed release for each of his/her participating cast and crew members, using the "Waiver and Release" form(s). MS49 has no obligation whatsoever to produce or exhibit the Documentary, however.

(13) MS49 will not be liable for any special, indirect or consequential damages, without limitation, damages arising under any Claim or cause of action, including contract, warranty, strict liability or tort, whether or not MS49 has been advised of the possibility of such damages. Furthermore, it is understood that MS49's total liability for any Claims and/or causes of action shall not exceed, and is limited to, the total amount paid to MS49 in entry fees by Team Leader under this agreement. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.

(14) This agreement shall be governed by and construed in accordance with the internal laws of the State of Utah, without any reference to its conflicts of laws provisions.

Agreed to and Accepted By:

Signature: _____
(Team Leader)

Name: _____
(please print)

Date: _____

Address: _____

Phone: _____

Email: _____

MMVFC
111 East 100 North Moab, UT 84532

By: _____

Its: _____

Date: _____

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 Agreement, and consent to its execution by my child/ward.

Signature of Parent or Guardian	Printed Name	Date
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Address



Moab Showdown Forms CHECKLIST

* Make sure you have all of these items with you at the Dropoff Saturday afternoon.*

Forms to be placed in MS49 packet*	
2019 Certification Statement	
Team Roster ▪ All Cast and Crew	
Waiver and Release Form(s) ▪ <i>All cast and crew must sign</i>	
Location Release Form(s) ▪ For any and all private property locations	
Music Release Form(s) ▪ For any and all music not composed by team or under public domain	
Materials Release Form(s) ▪ For any and all materials not under public domain ie. photographs, artwork, sound effects, etc.	
Wrap Up Form ▪ Form will be available at Kickoff	
Nitty Gritty ▪ All cast/crew must sign	

* A packet will be given to the Team Leader or his/her representative at the Kickoff.



2019 CERTIFICATION STATEMENT

(Please complete and submit with your film Saturday afternoon)

I, _____, Team Leader for
_____, (team name)

a team participating in the Moab Showdown 49 Hour Short Film Competition hereby
certify that all creative work on our film _____ (film title)
including all writing, shooting and editing occurred during the official 49 hour time period
beginning Thursday 1pm local time and ending on Saturday by 2pm local time.

_____ Signature

_____ Printed Name

_____ Date

Moab Showdown Waiver and Release Form

* For ALL Cast and Crew *

1. For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, I agree to participate in and in connection with a motion picture ("Film") being produced by

_____ ("Team Leader") as part of the Moab Showdown on or about _____ (date), as

well as in connection with any "behind the scenes" recordings taped, filmed, recorded and/or otherwise produced by the Moab Showdown ("MS49") with regard to the "making of" the Showdown ("Documentary Footage"). For the purposes hereof, the Film and the Documentary Footage including without limitation any portion thereof shall be collectively and separately referred to herein as the "Footage".

2. I hereby grant to Team Leader and MS49 and their respective parents, affiliates, subsidiaries, licensees and assigns: (a) the right (but not the obligation) to film, photograph and otherwise visually and audiovisually record me and to record my voice, conversations, sounds and performances, and any pre-existing materials furnished by me ("Pre-existing Materials") in and in connection with the Footage; (b) all rights of every kind and character whatsoever (including without limitation copyrights) in and to the results and proceeds of my appearance in the Footage including, without limitation, all film, photographs and video and audio recordings produced by MS49 and/or Team Leader in connection therewith (collectively "Recordings"), any and all performances, stories, statements or actions made by me, whether written, spoken, sung, or otherwise uttered or expressed by me, or information given by me, captured on any such Recordings (collectively the "Results and Proceeds").

3. Team Leader and MS49 shall be the exclusive owner(s) of the Footage and the Results and Proceeds giving them the right to, without limitation, in perpetuity throughout the universe, in any and all languages, in any and all media know known or hereafter invented: (a) exhibit, broadcast, use, reproduce and license others to use as they see fit all or any part of the Footage and/or the Results and Proceeds; (b) edit, dub, subtract from, add to or modify the Results and Proceeds in any manner, combine it with any other material and/or incorporate it into other films, projects or programs; and (c) use and license others to use my name, voice, likeness, image, photograph, performance, participation, expressions, personal experiences and biographical material (collectively "Name and Likeness"), in and in connection with the production, distribution, advertising, publicity, promotion, exhibition and other exploitation of the Footage, the Results and Proceeds and/or any portion thereof, and in connection with MS49 or MS49's products and services, an unlimited number of times, without any obligation of any kind to me whatsoever.

4. I hereby expressly waive any and all so-called "moral rights" or "droits morale" in connection with the Footage, Results and Proceeds, my appearance(s) and my furnishing of any Pre-existing Materials in and in connection with the Footage. My signature hereon subsequent to the production of the Footage and/or the Results and Proceeds shall have the same effect as if I had signed in advance thereof.

5. I represent that my appearance in the Footage (and my furnishing of Pre-existing Materials, if any) 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 Waiver and Release ("Release") and to grant the rights granted herein. No other authorization is necessary to enable Team Leader and/or MS49 use my Name and Likeness, the Results and Proceeds and/or the Pre-existing Materials (if any), for the purposes herein contemplated. I hereby waive any right of inspection or approval of the Results and Proceeds, the Footage, my Name and Likeness and/or the uses to which such Results and Proceeds, the Footage and/or my Name and Likeness may be put.

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 Team Leader and MS49 and each and all

of their respective parents, subsidiaries, related and affiliated companies, licensees, sponsors, successors and assigns, and the directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing entities.

7. I voluntarily assume any and all risks, known or unknown, associated with my participation in the Moab Showdown and actions and undertakings in connection with the Showdown and the Footage (collectively "my Participation"). I acknowledge that my Participation may present certain risks to me, and I hereby assume any and all risks associated therewith, including, without limitation, the risk of physical or mental or emotional injury, minor and/or severe bodily harm, and/or illness, which arise by any means, including, without limitation: acts, omissions, recommendations or advice given by Team Leader and/or MS49 or their agents, employees, or other persons or entities affiliated with MS49; participation in inherently dangerous activities, latent or apparent defects or conditions in any equipment used in the Moab Showdown; weather or other natural conditions; human error; my physical and mental condition; my own acts or omissions; first-aid, emergency treatment or other services rendered to me or others. Notwithstanding the foregoing, I hereby agree to voluntarily accept and assume any and all such risks as well as any risks not mentioned herein that are in any way associated with my Participation and the subsequent or simultaneous exhibition or other exploitation or dissemination of the Footage, the Results and Proceeds and/or any portion thereof in perpetuity throughout the universe in any and all media, whether now known of hereafter invented ("Exhibition").

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 Project, the making, taping, production, use, editing, distribution, licensing, promoting, and/or Exhibition of the Footage, the Results and Proceeds 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 acknowledge that I may hereafter discover claims in addition to the ones released in this document, 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 waiver is an essential and material term of this Release, and without such waiver neither Team Leader nor MS49 would have accepted my participation in the Moab Showdown. 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 this specific waiver.

10. 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 Moab Showdown shall be governed by the laws of the State of Utah applicable to agreements executed and fully performed within the State of Utah, 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.

11. 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 under 18 my parent or legal guardian has signed below.

12. I acknowledge that MS49 and Team Leader will rely on the waivers, releases and permissions granted herein potentially, at substantial cost to MS49 and/or Team Leader and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

Agreed and Accepted:

Name: _____

Signature: _____

Phone: _____

Address: _____

Date: _____

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.

Name of Parent or Guardian: _____

Signature: _____

Address: _____

Date: _____

Moab Showdown Location Release Form

DATE: _____ NAME: _____ ["Owner"]

ADDRESS OF PROPERTY: _____

Owner hereby grants to _____ ("Team Leader") and the Moab Showdown ("MS49") and their respective parents, subsidiaries and affiliates, licensees, successors and assigns (collectively "the Released Parties"), for good and valuable consideration, receipt of which is hereby acknowledged, permission to access, enter upon and use the Property identified above and the contents thereof and the appurtenances thereto (the "Property") for the purpose of photographing and recording certain scenes in connection in and in connection with a motion picture ("Film") being produced by _____ ("Team Leader") as part of the Moab Showdown on or about _____ (date), as well as in connection with any "behind the scenes" recordings taped, filmed, recorded and/or otherwise produced by MS49 with regard to the "making of" the Moab Showdown ("Documentary Footage"), during production thereof. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials".

MS49 and/or Team Leader may place all necessary facilities and equipment on the Property and agree to remove same after completion of work and leave the property in as good of condition as when received. MS49 and/or Team Leader will use reasonable care to prevent damage to said Property.

Owner irrevocably grants to Team Leader and MS49 all rights of every kind in and to the Materials including without limitation the right to exploit the Materials throughout the world, in any and all languages, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, in and in connection with the Film and/or the Documentary Footage, MS49 or otherwise and for advertising and promotional purposes in connection therewith and all rights, including copyright in the Materials shall be and remain vested in Team Leader and/or MS49. In no manner limiting the foregoing, Team Leader and MS49 shall have the perpetual right to edit, dub, subtract from, add to or modify the Materials in any manner, combine the Materials with any other material and/or incorporate it into other Film and/or the Documentary Footage(s). Owner's signature hereon subsequent to the production of the Materials shall have the same effect as if Owner had signed in advance thereof.

Owner hereby waives any right of inspection or approval of the appearance of the Property in the Materials, and the uses to which such appearance and/or the Materials may be put. Owner acknowledges that Team Leader and/or MS49 will rely on this permission and this Release potentially at substantial cost to them and Owner hereby agrees that neither Owner, nor any tenant, nor other party now or hereafter having an interest in the Property (collectively "Releasing Parties"), shall have any right of action against the Released Parties or any of them or any other party arising out of the production (including without limitation trespass to real or personal property and/or invasion of privacy) or any use of said Materials whether or not such use is, or may be claimed to be, defamatory, untrue or censurable in nature. In no manner limiting the foregoing, none of the Releasing Parties will be entitled to equitable or injunctive relief in conjunction with any claim or action of any kind against the Released Parties or any of them.

The undersigned represents and warrants that the undersigned has all rights and authority to enter into this agreement and to grant the rights granted hereunder. No other authorization is necessary to enable Team Leader and/or MS49 to use the Property for the purposes herein contemplated.

Team Leader and/or MS49 are not obligated to actually use the Property or produce the Film and/or the Documentary Footage or include the Materials in the Film and/or the Documentary Footage for which it was shot or otherwise. This is the entire agreement. This release shall bind Owner and Owner's personal representatives and/or executors. This release shall be governed by and construed in accordance with the laws of the State of Utah.

Agreed and Accepted:

Name: _____ Address (if different than above): _____

Signature: _____

Date: _____ Email: _____

Phone: _____

Moab Showdown 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 _____ ("Team Leader") as part of the Moab Showdown on or about _____ (date).

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.)

2. I hereby irrevocably grant to Team Leader and the Moab Showdown (MS49) (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, MS49 and/or any sponsor of MS49 and/or the Moab to Monument Valley Film Commission (MMVFC). 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.

Moab Showdown Music Release Form

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: _____

Address: _____

Date: _____

Phone: _____

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. 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. I hereby fully and unconditionally guarantee my child's/ward's releases and waivers as set forth above.

Signature of Parent or Guardian: _____

Printed Name _____

Date: _____

Address: _____

Moab Showdown Materials 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 materials described below (collectively "Material") intended to be incorporated in and used in connection with a motion picture ("Film") being produced by _____ ("Team Leader") as part of the Moab Showdown on or about _____ (date).

The description of the Material is as follows:

2. I hereby irrevocably grant to Team Leader and Moab Showdown ("MS49") (collectively, "Producer") the right to incorporate the Material, and any portions or images contained therein, 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, MS49 and/or any sponsor of MS49 and/or the Moab to Monument Valley Film Commission (MMVFC). 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 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.

Moab Showdown Materials Release Form

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: _____

Address: _____

Date: _____

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. 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. I hereby fully and unconditionally guarantee my child's/ward's releases and waivers as set forth above.

Signature of Parent or Guardian: _____

Printed Name: _____

Date: _____

Address: _____



THE NITTY GRITTY

Moab Showdown Terms of Submission

By submitting a film into the Moab Showdown, each Team Leader warrants and represents that the Team Leader owns all rights to the film he/she is entering in the Moab Showdown, including, without limitation, the video or digital recording, and the performance contained in each film, with the exception of any assets provided by the MS49 for use by the Team Leader in connection with the Moab Showdown. Each Team Leader further warrants and represents that the Team Leader has obtained permission from each person who appears in the film to grant the rights to the Showdown Parties described in these Competition Rules, and will submit copies of such permissions to the Showdown Parties. By submitting a film, Team Leader agrees to the Official Rules (Competition & Filmmaking Rules), and further agrees to indemnify and hold the MS49, Showdown Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the Moab Showdown Indemnitees), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Moab Showdown Indemnitees due to or arising out of the Team Leader's film materials in the Moab Showdown, or the Team Leader's conduct during and in connection with the Moab Showdown, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation. Team Leader agrees to release, indemnify and hold harmless MS49 and the Showdown Parties from any and all claims that any advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of MS49 or the Showdown Parties infringes on the rights of Team Leader's work as contained in any film.

Limitations of Liability and Release

No liability or responsibility is assumed by MS49 or Showdown Parties resulting from any user's participation in or attempt to participate in the Moab Showdown or ability or inability to upload or download any information in connection with participating in the Moab Showdown. No responsibility or liability is assumed by the MS49 or Showdown Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Moab Showdown: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or internet connectivity or other online communication problems; errors or limitations of any internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the web site in whole or in part for any reason; traffic congestion on the internet or the web site; unauthorized human or non-human intervention of the operation of the Moab Showdown, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Moab Showdown, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Moab Showdown. MS49 and Showdown Parties are not responsible for any typographical errors in the announcement of prizes or these Competition Rules, or any inaccurate or incorrect data contained on the web site or social media sites maintained by the Moab Showdown. Use of web site and the MS49's social media sites is at user's own risk. MS49 and the Showdown Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Moab Showdown, use of the web site or the download of any information from the web site. By participating in the Moab Showdown, Team Leader agrees to release, indemnify and hold MS49 and Showdown Parties harmless from any and all claims, damages or liabilities arising from or relating to such Team Leaders's participation in the Moab Showdown.

Agreed and Accepted:

Name: _____

Signature: _____

Date: _____

Phone: _____