

SUBMISSION RELEASE FORM

I am submitting the following portfolio artwork (the "Portfolio") for your consideration of my creative talents and abilities. I represent that I have created the Portfolio, am the lawful owner of the same, and have the full power and authority to submit the same to you.

FORM OF PORTFOLIO (Please indicate Prints, DVD, CD, etc.):

1. I understand that you will be evaluating the Portfolio as a basis for the possible engagement of my services. I further understand that you have a policy of refusing to review unsolicited creative materials for assignment or employment evaluation unless the submitter signs a release defining the conditions of such a submission. I am executing this Submission Release (the "Release") with the express understanding that you will review and evaluate the Portfolio solely and completely in reliance upon this Release and my covenants and warranties herein. I specifically acknowledge that you would refuse to review the Portfolio in the absence of my agreement to each and every provision of this Release and further acknowledge that no confidential relationship is established by the execution of this Release, by my submission of the Portfolio, or by your acceptance and review of same.

2. I warrant and represent that the Portfolio and all elements thereof are my original creations and do not violate any copyright, proprietary rights, rights of confidentiality, or other rights of any person or entity and that no third party has any rights, title or interest therein or thereto. I will indemnify you from any and all claims, loss, or liability (including attorneys' fees) that may be asserted against you, or incurred by you, at any time in connection with the Portfolio, or any use thereof, arising from any breach or alleged breach of these warranties.

3. I understand that you will not use the Portfolio or any part thereof for any purpose other than as provided herein unless we hereafter enter into a written agreement for the acquisition of rights therein, and that you shall not be obligated to pay anything to me or any other person, firm or corporation in the absence of such written agreement.

4. I understand and agree that your use of material containing elements similar to or identical with protectable property contained in the Portfolio shall not obligate you to me in any manner if you shall have independently developed or created such materials independently without reference to the Portfolio or obtained such material from other sources.

5. In the event of any dispute concerning any alleged wrongful use of the Portfolio or a dispute with reference to this Agreement, its validity or effect, such dispute shall be submitted to arbitration in the County of Multnomah, State of Oregon, in accordance with the arbitration laws of the State of Oregon and rules and regulations of the American Arbitration Association not inconsistent therewith; provided that said arbitration shall be held before a panel of three arbitrators (one selected by you, one selected by me, and one selected by our nominees) all of whom shall be well acquainted with the entertainment business. Any award favorable to me shall be limited to a monetary award which shall either



(a) bear a reasonable relationship to monies normally paid by you for similar property or elements, or (b) be an amount equal to the fair market value therefore, whichever amount the arbitrators shall deem appropriate. Said award in either event shall be measured by monies normally paid by you for similar property or elements or fair market value as of the date of this Agreement. Each party hereby waives any and all rights (whether for damages or for injunctive or other relief) and benefits which he or it might otherwise have or be entitled to under the laws of the State of Oregon to litigate in court any dispute, it being the intention of the parties to arbitrate all disputes in accordance with the provisions of this Agreement.

6. This Release shall inure to the benefit of, and be binding upon, each of us and our respective heirs, successors, representatives, assigns and licensees. I hereby state that I have read and understand this Release, that no oral representations of any kind have been made to me, and that this Release states my entire understanding with reference to the subject matter hereof. Should any provision or part of any provision of this Release be void or unenforceable, such provision or part thereof shall be deemed omitted, and replaced by a legal provision which most closely reflects my intent as expressed herein. As so modified, this Release shall remain in full force and effect. This Release shall be construed according to the internal substantive laws of the State of Oregon without reference to conflicts of law provisions. If more than one party signs this Release as submitter, the reference to "I" or "me" shall apply to each such party, jointly and severally. All reference to "you" or "your" herein shall refer to Mush Studio, any parent or subsidiary thereof, and any and all heirs, successors, representatives, licensees, and assigns.

I HEREBY STATE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT NO ORAL REPRESENTATIONS OF ANY KIND HAVE BEEN MADE TO ME AND THAT THIS AGREEMENT STATES OUR ENTIRE UNDERSTANDING.

Print Name

Address

City

_____ Zip

Signature

_____/_____
Date