

2024 PEAK WRITERS FELLOWSHIP GENERAL RELEASE FORM

To Pasifika Entertainment Advancement Komiti (PEAK):

I am submitting certain material to you (the "Material"), which I request that you read and evaluate. I represent and warrant that I am the sole owner and author of the Material; that the Material is my sole and original creation; and that I have full right, power, privilege and authority to submit the Material to you and to make this Agreement. I acknowledge that if you choose to read and evaluate the Material, you will be performing a valuable service to me. I realize that many ideas, concepts, stories, plots, characters, scripts, programs and other literary and/or dramatic and/or musical material are submitted or available to you, and that the Material may be similar to material previously used, previously submitted by others, or already under consideration by you. I further realize that you must protect yourself against any unwarranted claims by refusing to examine any material submitted to you unless you are assured that you shall have the unqualified right to finally determine whether such material or any part thereof is in fact used by you or your successors, assignees or licensees, and what other consideration, if any, should be made for such use.

In order to induce you to consider the Material, I, on behalf of myself and my heirs, administrators, executors, representatives, or any person, firm or corporation claiming under, by or through me (collectively, "My Parties"), hereby irrevocably and forever waive, release, and relinquish any and all claims of any kind or nature (whether founded upon any alleged contract [express or implied], quasi-contractual obligation, confidential relationship, plagiarism, copyright infringement, idea theft or violation of any other alleged right) which I or My Parties may now or hereafter have against you, your successors, assignees and licensees, and your and their respective officers, employees, agents, representatives, and designees (including those acting as judges and mentors) (collectively, "PEAK Parties"), relating to the Material. I agree that I will not assert or maintain any claims against you or any PEAK Parties arising out of or in connection with the Material. I specifically waive the provisions of California Civil Code Section 1542 and any similar provisions and/or principles under the laws of California or any other applicable jurisdictions. Section 1542 provides: "**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**"

I further agree that if you, your affiliates, your company and their respective officers, employees, representatives, agents, successors, licensees and/or assigns produce or distribute a project based upon the same general idea, theme or situation and/or have the same setting, background, geographical area, and/or period of history as the Material, you shall have no obligation or liability to me of any kind or character by reason of the production or distribution of such project(s), nor shall you be obligated to compensate me in connection therewith. I agree that 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 with respect to the Material. Accordingly, any part of the Material that could be freely used by any member of the public may be used by you without liability to me. I acknowledge that you have not made any inducements, promises, or representations to me with respect to the Material, and that the Material is not being submitted to you in confidence, and no confidential or fiduciary relationship is intended or exists or is created between us. I further understand and agree that you are not responsible for the return of any material submitted, and I acknowledge that I have retained a duplicate copy of such material in my possession.

Very truly yours,

(For each additional writer, if any)

Signature: _____

Printed Name: _____

Date: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

E-mail Address: _____

TITLE: _____

LOGLINE: _____