



**MATERIALS RELEASE      2008**

I agree that Cover Ya'll Productions and/or Marble City 10 Hour Film Festival shall have the right to use the Recordings in any manner or media (whether now existing, or created in the future), in whole or in part, in perpetuity, without limitation, in all languages, for promotion and publicity of the Marble City 10 Hour Film Festival and all of its derivatives (whether now existing, or created in the future). "Media" for purposes of this Materials Release shall include by way of illustration only: television broadcasts and rebroadcasts, newspapers, magazines, books (both paper and electronic), Internet, radio (both terrestrial and Internet based), videotapes, CDs, DVDs, and electronic databases.

Cover Ya'll Productions and/or Marble City 10 Hour Film Festival is under no obligation to use or exhibit the Recordings in any manner. I waive the right to inspect or approve of any use of the Recordings, and rights to injunctive relief I may have in connection with this Materials Release, and the right to revoke this Materials Release.

I agree to hold harmless and indemnify Cover Ya'll Productions, its licensees and assigns from all claims, demands, causes of action, damages, liabilities of any kind, and reasonable attorney's fees which may arise out of or in connection with the making and or use of the Recordings, specifying that Cover Ya'll Productions and/or Marble City 10 Hour Film Festival shall not use the Recordings in any manner that is embarrassing, detrimental or disparaging to me as shown in the Recordings.

I agree that no sum shall be due to me for execution of the Materials Release and Cover Ya'll Productions and/or Marble City 10 Hour Film Festival shall not be obligated to pay me or any third party any sum whatsoever, regardless of the time or method of any future use of the Recordings for promotion and publicity for Marble City 10 Hour Film Festival. Cover Y'all Productions and or Marble City Film Festivals acknowledges that the creator of the specified film entry maintains the copyright to that film and may use it as they deem appropriate.

This Materials Release shall be governed by the laws of the State of Tennessee (excluding conflicts of law principles), regardless of the place of its physical execution and shall be binding on my legal representatives, heirs, and assigns and upon Cover Ya'll Productions and/or Marble City 10 Hour Film Festival, its licensees, and assigns. I represent and warrant that I am owner (or the owners' authorized representative or the legal custodian (or the legal custodians' authorized representative of the Materials and have the right, power and authority to grant the rights set forth in this Materials Release. This Materials Release represents the entire understanding in effect between parties.

Items covered in this Material Release: \_\_\_\_\_

Agreed to and Accepted:

By (Signature): \_\_\_\_\_ Location Address: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Company Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Address: \_\_\_\_\_

Date: \_\_\_\_\_ Team Name: \_\_\_\_\_

