



TALENT INCUBATOR RELEASE AGREEMENT

This Talent Incubator Release Agreement (“Agreement”), reached by and between Plenty of Pie Production Accelerator, Inc. (“Plenty of Pie”) and _____ (hereinafter, and further defined below, “Participant”), is effective as of the date of the Participant’s submission of her/his application to the Plenty of Pie Talent Incubator (hereinafter, and further defined below, “Incubator”).

RECITALS

WHEREAS Plenty of Pie Talent Incubator, seeks to foster open intellectual and creative exchange and collaboration by and among professionals in the film, TV, and documentary; and

WHEREAS Participant seeks to submit an application for, and potentially participate in, the Talent Incubator;

NOW THEREFORE, Plenty of Pie and Participant (collectively, the “Parties”), in consideration of the promises, mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

TERMS

1. Definitions.

- “Indemnified Party(ies)” as used herein shall mean the members of the Selection Committee, Mentors, Speakers, Plenty of Pie, including, but not limited to its directors, officers, sponsors, partners, principals, employees, staff, volunteers, contractors, representatives, affiliates, agents, and attorneys, and all of the foregoing parties’ respective successors, heirs and assigns.
- “Mentor(s)” as used herein shall mean volunteers and contractors selected to offer the Participant instruction and advice.
- “Participant” as used herein shall mean any individual submitting an application to attend the Incubator is agreeing to and accepting this Agreement, as well as any entity, joint venture, collaboration, or partnership for which the individual is appearing or representing, in any capacity, whether or not disclosed, at the Incubator. By executing this Agreement, the Participant represents and warrants that s/he has authority to bind such entity, joint venture, collaboration, or partnership, and that the execution of this Agreement does not violate any law, by-law, covenant, and/or other restriction placed on her/him.
- “Participant Material” as used herein shall mean any and all material generated or owned by the Participant, including but not limited to writings, drafts, notes, memoranda, reports, ideas, concepts, revisions, developments, summaries, stories, formats, scripts, series overviews, treatments, artist statements, and resumes, in any form or content, presented

- and/or shared, orally or otherwise, during the application process or in connection with the Incubator.
- “Released Party(ies)” as used herein shall mean the members of the Selection Committee, Mentors, Speakers, Plenty of Pie, including, but not limited to its directors, officers, sponsors, partners, principals, employees, staff, volunteers, contractors, representatives, affiliates, agents, and attorneys, and all of the foregoing parties’ respective successors, heirs and assigns.
 - “Selection Committee” as used herein may include, but not be limited to, Plenty of Pie officers, employees, staff, volunteers, and selected persons chosen to participate in the Selection Process and/or Incubator, who collectively review Participant Materials during the Selection Process.
 - “Selection Process” as used herein shall mean the review of Participant’s application, including but not limited to, Participant Materials and resume, by multiple members of the Selection Committee, and any and all corresponding interviews. Due to the highly competitive nature of the application process, a select few of the participants will be chosen for in-person interview(s) with the Selection Committee. From those selected to interview, the Selection Committee will choose participants for the Incubator.
 - “Speaker(s)” as used herein shall mean any and all Mentors, committee members, Plenty of Pie employees, and/or third parties invited to speak during the Incubator.
 - “Incubator” as used herein shall include the submission of Participant Material for consideration, the Selection Process, the twelve-week intensive program, including but not limited to the bi-weekly meetings, any and all lectures, Speakers, assignments, materials, pitches and pitch exercises, and meetings between the Participant and Mentor(s), in which the Participant may present to and/or otherwise share Participant Material with Plenty of Pie, the Selection Committee, Mentors, Speakers, and/or other attendees and may create Incubator Work Product, as defined below.
 - “Incubator Work Product” as used herein shall mean any and all material of any kind that is borne out of the Incubator, including but not limited to writings, drafts, notes, memoranda, reports, ideas, concepts, revisions, developments, summaries, stories, formats, scripts, series overviews, and treatments, in any form or content, generated by the Participant, Committee Members, Mentor(s), Speakers, and/or other attendees during the Incubator, which may or may not include, in whole or in part, Participant Material and/or variations or derivatives thereof.

2. Participant’s Assumption of Risk.

Participant acknowledges and agrees that there are known and unknown risks associated with his/her participation in the Incubator, including, without limitation: that by presenting and/or otherwise sharing his/her Participant Material, Participant may be subject to criticism and/or negative or offensive remarks; that the Participant Material and/or Incubator Work Product could

be misappropriated by anyone; and/or that Participant could suffer other injury or damage as a result of his/her participation in the Incubator or as a result of the acts or omissions of the Plenty of Pie, the Selection Committee, Speakers, Mentors, and/or the other attendees. Participant voluntarily assumes all risks, both known and unknown to him/her, associated with his/her participation in the Incubator.

3. Ownership of Material.

Participant represents and warrants that s/he controls and has the legal right to the Participant Material as submitted and/or presented at the Incubator, because s/he wrote, created, or optioned the Participant Material, or has been attached as a producer to the Participant Material, and that the Participant Material has not been misappropriated, copied from or based upon any other work. Participant agrees to submit with her/his application the U.S. Copyright (preferable) or WGA Registration number for the Participant Material. Participant recognizes that Plenty of Pie is not obligated to return the Participant Material, and that Participant has maintained a copy of the Participant Material and has not submitted any Participant Material that is irreplaceable.

4. License to Use Participant Information/Participant Material.

Participant hereby grants the Plenty of Pie permission to photograph her/his involvement in the Incubator. Participant hereby grants to the Plenty of Pie a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to publish, broadcast and/or otherwise transmit Participant's photo, name, likeness and/or biography, titles of Participant Material/Incubator Work Product, and/or a brief logline summary of the Participant Material/Incubator Work Product in connection with Participant's participation in the Incubator on the Plenty of Pie website and/or in Plenty of Pie promotional materials.

Solely for use in connection with the Incubator, Participant: (1) grants Plenty of Pie, Selection Committee members, Mentors, Speakers and other attendees the right to reproduce and use any version of the Participant Material and Incubator Work Product, and (2) grants the Plenty of Pie permission to make audio and/or video recordings of her/his involvement in the Incubator, including but not limited to pitches and presentation of Participant Material and/or Incubator Work Product, and to transmit video recordings of his/her involvement in the Incubator to the Plenty of Pie, Selection Committee members, Mentors, Speakers, and other attendees.

5. Acknowledgment of Plenty of Pie Assistance.

Participant acknowledges that the Incubator is designed to nurture the creativity and diverse perspectives of aspiring and seasoned producers. Participant agrees to use his/her best efforts to acknowledge the assistance that s/he received from the Incubator by including in future readings, Incubators, productions, recordings, and publications of the Participant Material, Incubator Work Product and/or works based upon the Participant Material and/or Incubator Work Product, the following acknowledgement: "DEVELOPED WITH THE ASSISTANCE OF THE PLENTY OF PIE TALENT INCUBATOR" on the title and/or end page of printed materials and in the title and/or end credits of the produced work.

6. Release.

In consideration for being allowed to participate in the Incubator, Participant, inclusive of his/her heirs, assigns and representatives, hereby agrees to release from all liability and hold harmless the Released Parties from any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages and deficiencies, including interest, penalties and attorneys' fees, that may be asserted against or incurred by the Released Parties at any time, whether or not such claims, etc. have merit with respect to: (1) Participant's breach of this Agreement; (2) Released Party's acts or omissions related to the Incubator and/or this Agreement; (3) Participant's attendance at and/or participation in the Incubator, including, without limitation, Participant's disclosure of the Participant Material to the Released Parties and/or other attendees; (4) Released Party's, Participant's, any attendee's, or any other person's use, or failure to use, the Participant Material and/or Incubator Work Product; and (5) Participant's use, or failure to use, any intellectual property or material disclosed or generated by any Released Party and/or other attendee at the Incubator.

7. Section 1542 of the Civil Code of the State of California.

With respect to the several releases of liability set forth in this Agreement, Participant hereby acknowledges that s/he has been advised by her/his attorney regarding, or otherwise understands the consequences of, entering into the general release and discharge of all known and unknown claims set forth in this Agreement. Participant further hereby acknowledges that s/he is familiar with Section 1542 of the Civil Code of the State of California, which reads as follows: **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.** Participant hereby understands and expressly waives any and all rights or benefits provided under Section 1542 and any and all similar rights or benefits under any other federal or state statutes or laws of similar effect with respect to all releases set forth in this Agreement, and Participant understands and acknowledges the significance and consequence of such specific waiver of Section 1542 of the California Civil Code. Notwithstanding the foregoing, nothing herein shall be construed or operate to limit any obligation, duty, warranty, or other responsibility set forth in this Agreement in any way.

8. Indemnification.

Participant agrees to indemnify, defend, and hold free and harmless the Indemnified Parties from all claims, demands, losses, costs, expenses, obligations, liabilities, damages and deficiencies, including interest, penalties and attorneys' fees, that may be asserted against or incurred by the Indemnified Parties at any time, including but not limited to such claims, etc. which may be asserted in connection with: (1) Participant's breach of this Agreement; (2) Indemnified Party's acts or omissions related to Participant's involvement in the Incubator and/or this Agreement; (3) Participant's attendance at and/or participation in the Incubator, including, without limitation,

Participant's disclosure of the Participant Material to the Indemnified Parties, and/or other attendees; (4) Indemnified Party's, Participant's, any attendee's, or any other person's use, or failure to use, the Participant Material and/or Incubator Work Product; and (5) Participant's use, or failure to use, any intellectual property or material disclosed or generated by any Indemnified Party and/or other attendee at the Incubator.

9. Relationship of the Parties.

Nothing contained in this Agreement shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or employer and employee between the Parties, or to grant either Party the right or authority to assume, create or incur any liability, obligation or commitment, legal or otherwise, of any kind, express or implied, against, in the name of, or on behalf of, the other Party.

10. Arbitration.

Participant understands and agrees that any dispute, controversy or claim arising out of or relating to this Agreement, and/or the breach thereof, including without limitation any dispute regarding the scope of issues or matters to be determined by the arbitration panel and/or whether such issues are within the jurisdiction of the arbitration panel, that cannot first be resolved informally through good faith attempts by the Parties within thirty (30) days of the date the dispute or controversy arose or was discovered, shall be referred to and finally determined by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment upon the award rendered by the arbitration panel may be entered in any court having competent jurisdiction. The arbitration shall be conducted in the English language in the city of Los Angeles, California.

11. Choice of Law.

The laws of the State of California shall govern the validity, performance and enforcement of this Agreement without giving effect to any choice-of-law provision or rule that would result in the application of the laws of any other jurisdiction.

12. Mutually Drafted; Negotiation Option; Not A Contract of Adhesion.

For purposes of construction and interpretation of this Agreement, both Participant and Plenty of Pie shall be deemed to have mutually drafted this Agreement and all parts thereof. If Participant would like to negotiate other terms or propose any modifications of this Agreement before providing her or his signature on this Agreement, please email info.plentyofpie@gmail.com. Participant understands and hereby expressly acknowledges that Plenty of Pie has provided Participant with an opportunity to propose modifications to, and otherwise negotiate, this Agreement. Participant also understands and hereby expressly acknowledges and agrees that this Agreement is not a contract of adhesion and that, as a material inducement for Plenty of Pie to enter into this Agreement with Participant, Participant hereby agrees that s/he will not make any claim or support any action based upon the claim that this Agreement constitutes, in whole or in part, a contract of adhesion or is unfair or unconscionable in any way.

13. Integrated Agreement; Modifications; Waiver Severability.

This Agreement constitutes the entire and integrated Agreement between Plenty of Pie and Participant, and all prior and contemporaneous negotiations, representations and agreements, written and oral, if any, between Plenty of Pie and Participant with regard to the subject matter of this Agreement are superseded and canceled hereby and shall not be used to interpret or construe this Agreement.

Any modifications to any provision of this Agreement must be in writing and signed by both Participant and Plenty of Pie. The waiver by Plenty of Pie of any term, covenant or condition contained in this Agreement shall not be deemed to be a continuing or future waiver of such term, covenant or condition. Any and all waivers by Plenty of Pie shall only be in writing. Should any part of this Agreement be void or unenforceable, such part shall be deemed omitted, and this Agreement with such part omitted shall remain in full force and effect.

AGREED AND ACCEPTED BY PARTICIPANT:

Signature of Participant: _____

Printed Name of Participant: _____

Participant's Company (if applicable): _____

Participant's Title (if applicable): _____

Date: _____

Mailing Address: _____
