

Rock 'n' Reel Entrant's Agreement

This is an agreement between _____ ("Entrant"), representing the film team known as _____ ("Team"), and Rock 'n' Reel, with respect to Entrant's and Team's involvement in the (year) _____ Rock 'n' Reel and creation of a short video (the "Film") pursuant to the terms below. Entrant hereby agrees on behalf of him/herself and Team to take part in the Rock 'n' Reel event scheduled to take place on (date)_____.

(1) Entrant has read, and agrees on behalf of him/herself and Team to abide by the "Official Rules" of the project, the terms of which are available at <http://letskeepitlive.weebly.com>, and by reference made a part hereof. It is understood that Rock 'n' Reel 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) Entrant hereby understands that he/she is responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating in the Project, and all costs, expenses, damages and claims related thereto. Rock 'n' Reel is providing the event and guidelines in which the Entrant is taking part; a screening opportunity for all qualifying films/videos; and a prize for the Project winner.

(3) Entrant hereby affirms that he/she will secure all rights (including without limitation copyrights) in and to all material included in the Film, except those provided by Rock 'n' Reel including without limitation any and all images, photographs, performances, appearance(s) by any person(s), sounds. In no manner limiting the foregoing, Entrant will obtain a signed Release from all persons appearing in the Film, from all cast and crew. Entrant represents and warrants that he/she (a) is free to enter into this Agreement, (b) that, except with regard to Rock 'n' Reel's and the musical participant's rights as set forth herein, Entrant is the sole copyright holder in and to the Film; and (c) the Film does not, to the best of Entrant's knowledge (including what Entrant 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) Entrant hereby agrees to indemnify, defend, and hold harmless Rock 'n' Reel, 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, Entrant, 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 Entrant of any representation, warranty or obligation of Entrant hereunder.

(5)

(a) Entrant and musical participant shall have the following nonexclusive, non-assignable rights, if the work is selected for screening through this project: (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 Entrant'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 "Produced as part of the 2012 Rock 'n' Reel Project." as long as there is no charge to view the film; (iv) to use the Film on a professional reel to promote Entrant, Team or any Team member; and (v) any other use agreed to in writing by Rock 'n' Reel.

(b) Rock 'n' Reel shall have the following rights, which, except for the limited rights of Entrant as set forth above, shall be exclusive to Rock 'n' Reel: to copy, screen, show, exhibit, telecast, broadcast, advertise, market and disseminate the Film and/or any portion thereof in perpetuity, via any medium and in any manner 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, 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, Rock 'n' Reel shall have the right to use the Film and any portion thereof to advertise, promote and publicize the Project and/or any sponsor thereof in any manner and via any medium at Rock 'n' Reel's sole discretion. Rock 'n' Reel shall retain all rights to all Rock 'n' Reel intellectual property.

(6) Entrant hereby acknowledges that participation in the current Rock 'n' Reel is without remuneration or monetary compensation whatsoever. The consideration for participating in the project is the screening of Participant's completed film/video at the conclusion of the Project; and the possibility, although not the obligation by Rock 'n' Reel, for future screenings and distribution; and the opportunity for publicity or exposure for being a participant.

(7) Entrant acknowledges that, in the event of any breach by Rock 'n' Reel or any third party, the damage, if any, caused to Entrant thereby will not be irreparable or otherwise sufficient to entitle Entrant to seek injunctive or other equitable relief. Entrant'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 Entrant will have neither the right to rescind or terminate this agreement or any of Rock 'n' Reel'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.

(8) Entrant may not assign this Agreement or any of its obligations hereunder without Rock 'n' Reel's prior written consent. Rock 'n' Reel may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party. Entrant acknowledges and agrees that Entrant is not an employee or agent of Rock 'n' Reel for any purpose, including all tax obligations, but that the parties are contractors independent of one another.

(9) Entrant hereby acknowledges that a "Making of Rock 'n' Reel" (the "Documentary") may be shot during the Project, and hereby agrees to allow camera crews to tape his/her team during any production stage of the project; and further agrees to immediately provide to Rock 'n' Reel a signed release for each of his/her participating cast and crew members. Rock 'n' Reel has no obligation whatsoever to produce or exhibit the Documentary, however.

(10) Rock 'n' Reel 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 Rock 'n' Reel has been advised of the possibility of such damages. Furthermore, it is understood that Rock 'n' Reel's total liability for any Claims and/or causes of action shall not exceed, and is limited to, the total amount paid to Rock 'n' Reel in entry fees by Entrant under this agreement. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.

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

Agreed to and Accepted By:

Signature: _____
(Entrant)

Name: _____
(please print)

Date: _____

Address: _____

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

Signature of Parent or Guardian, Printed Name, and Date

Address