

SUNDANCE SENDYS RELEASE FORM

Please read the following terms and conditions in connection with your short film/clip submission to Sundance Partners, Ltd., a Utah limited partnership (“Sundance Resort”). If acceptable, please complete the form below.

I, the owner/producer of the short film/clip submitted with this application, hereby represent, warrant, and agree as follows regarding the film and any material submitted at any time in connection therewith (collectively the “Film”):

1. Compliance, Ownership and Authority. I/we have read, understood and complied with all eligibility and submission requirements for the 2020 Sundance Sendys program as determined by Sundance Resort. I either (a) am the sole owner of any and all rights to the Film, or (b) I am duly authorized by all owner(s) of the Film to submit it and make all of the representations, warranties, and agreements herein.

2. Rights and Clearances. With regard to any and all present or future formats and technologies throughout the universe in perpetuity: all copyright, neighboring rights, trademark, personality rights (e.g., life story rights, rights of privacy or publicity or commercial appropriation), and all other rights have been cleared from all persons and entities who either appear in the Film in any form (i.e. Audio, visual) or have a protected interest in some element (i.e. name, title, music, images), such clearance being for all festival-type or marketing usages; all payments required in connection with such clearances have been, or will be, paid by myself for the owners; the Film does not defame any person or entity; all titles, stills, and footage, and the names, likenesses, and biographical information of all persons in the credits or otherwise in the Film, may be used by Sundance Resort for publicity and promotional purposes such as the program, and Sundance Resort is authorized to pull and edit such stills, clips, etc., from the Film for that purpose, without liability for violation of ‘moral’ or similar rights; and all music (including compositions and masters) has been cleared for all festival-type usage. The Film is not subject to litigation nor is threatened by any litigation; exhibition at Sundance Resort and all other authorized usage herein shall not violate any law or conflict with the contractual or other rights of any person or entity.

3. No Guarantee. I/we understand that the submission of the Film or Film materials along doesn't guarantee that the Film will be screened at Sundance Sendys. Sundance Resort has the right to decide the participating submissions and winners.

4. Indemnification. I/we will indemnify ad hold harmless Sundance Resort, its judges, sponsors and partners, individually and collectively, from and against all claims, demands, losses, damages, costs, liabilities and expenses including legal expenses arising out of or in connection with any and all claims, or third party claims based on material submitted to Sundance Resort.

5. Content and Effect of this Agreement or Selection of the Film. All of the information I have provided herein is true and correct. This agreement shall inure to the benefit of Sundance Resort, its subsidiaries, and affiliates, and the licensees thereof, and the owners, members, managers, directors, officers, employees, agents, other representatives and sponsors of the foregoing. If the Film is selected for exhibition, no confidentiality, fiduciary, monetary, or any other obligation or endorsements shall be implied or created thereby, and Sundance Resort reserves the right to revoke such acceptance or related privileges at any time with or without cause.

6. Miscellaneous. All headings are for convenience only. All disputes arising in connection herewith shall be interpreted under the laws of the State of Utah and referred exclusively to arbitration before a single arbitrator familiar with entertainment law. The arbitral award shall include reasonable attorney's fees and costs and may be enforced in any court having jurisdiction thereof.

By signing this form, I/we understand and agree to all the terms and conditions of submission that are posted in this release form, submission guideline and the entry form.

I hereby confirm that I have read all of the rules and regulations in the submission guidelines and the terms and conditions listed in the release form, before submitting my Film work mentioned above, to Sundance Resort.

Signature of Authorized Person and for film of submitted work:

Print Name _____ Date _____ Signature _____