

CAST AND CREW WAIVER/RELEASE FORM

THIS AGREEMENT made for a participation in a short film (“Production”) on or about _____ (“Date”) by Jackson Van Horn, (“Producer”) of Jackson Van Horn Films, affiliates, officers, directors, agents, co-branders or other partners, and any of their employees or volunteers are referenced collectively as “Jackson Van Horn Films”

1. RELEASE I have voluntarily agreed to participate in this Production. For the opportunity to participate in the Production, I agree that the Production may be broadcast and/or distributed without limitation through any means and I shall not receive any compensation for my participation.

2. USAGE I confirm that any and all material furnished by me for the Production is either my own or otherwise authorized for such use without obligation to me or any third party. I grant the Producer the irrevocable and unrestricted right of use of my name, likeness, image(s), voice, and biographical material produced via my participation in the Production. Producer may exhibit, advertise, promote, and otherwise exploit Production or any portion thereof in any medium, whether or not such uses contain audio and/or the visual reproduction of myself and whether I am identifiable or unidentifiable. I understand that the Producer has the right to use the materials created for the Production in any way he/she chooses, and I have no right to inspect or approve those materials.

3. RIGHTS It is understood that the Producer is under no obligation to broadcast or distribute the Production. I give the right to the Producer to assign all terms stated in this contract. I also understand that by agreeing to the terms of this contract, I am not guaranteed participation in this Production. I further agree that my participation in the Production confers upon me no rights of use, ownership, or copyright. I understand that all materials and intellectual properties produced in association with my participation become properties of the Producer. I expressly waive any “moral rights” in connection with the footage and/or results and proceeds.

4. LIABILITY WAIVER I release the Producer, Jackson Van Horn Films, their employees, individuals assisting with the Production, agents, assigns, and/or third parties associated with filming locations from all liability which may arise from any and/or all claims by me or any third party in connection with my participation in the Production. I agree to pay for damages to any and all items, property, and/or equipment related to the Production that results from my negligent and/or reckless behavior.

4. ACCIDENT WAIVER I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, Jackson Van Horn Films, and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

5. RELEASING PARTIES These agreed to releases apply to me, my heirs, next of kin, spouse or spousal equivalent, guardians, legal representatives, executors, administrations, successors and assigns. I and the above parties hereby voluntarily and knowingly release, discharge, and relinquish any and all claims, action and lawsuits of any kind against Jackson Van Horn Films.

IN WITNESS WHEREOF, the parties have hereunto set their names and seals as of the date first above-written.

AGREED AND ACCEPTED:

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

PHONE: _____ EMAIL: _____

ADDRESS : _____

PRODUCER SIGN OFF: _____ DATE: _____