

## Portal Prodigy, Inc. Filmmaker Release

I \_\_\_\_\_ ("Filmmaker") am the sole creator, director, producer, and owner of a digital motion picture titled, \_\_\_\_\_ (Production). For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Filmmaker hereby grants to PORTAL PRODIGY, INC. ("Outlet"), those persons acting with the Outlet's consent and authority and, the Outlet's assigns, agents, representatives, those for whom it is acting, and those acting with its permission or authority, and its respective agents and employees, and any person or entity who may hereafter publish the Production, the full ownership of the Production and the right to record and create photographs and motion pictures (in all formats) and other graphical depictions incorporating Production, in any and all media, whether now known or hereafter created.

I hereby agree that all rights in and to the Production, including the copyright, are and shall remain the sole property of the Outlet, free and clear from any claims by me or anyone acting on my behalf.

The Outlet's rights include, but are not limited to, the rights, in perpetuity, to:

- alter, modify or otherwise change the Production, in any manner the Outlet desires; and,
- utilize, re-utilize, publish, and re-publish the Production; and,
- combine the Production with pictures and/or with textual matter other and/or media; and,
- use the Production for promotion, advertising, art, editorial, illustration, trade, publishing, or any other purpose whatsoever.

I hereby affirm:

- that the Production does not feature any name-brand products; and,
- that the Production does not feature music without written consent from the copyright owner; and,
- I have obtained Rights Release Forms for all individuals who may have contributed to the Production; and,
- Production is not subject to litigation and is not threatened by any litigation.

I hereby agree that the Outlet may have access to, may have created, or may in the future create designs, ideas and concepts that may have familiarities or similarities to my Production, and that I will not be entitled to any compensation or right to negotiate with the Outlet because of these familiarities or similarities.

I grant Outlet and its designees the right to use Production whether recorded on or transferred to videotape, digital file, CDROM, DVD, website, Internet media, film, slides, photographs, audio tapes, or other media, now known or later developed. This grant includes without limitation the right to edit, mix or duplicate and to use or re-use the Production in whole or part as Outlet may elect. Outlet or its designee shall have complete ownership of the Production, including copyright interests, and I acknowledge that I have no interest or ownership in the Production or its copyright.

I grant Outlet and its designees the right to broadcast, exhibit, market, publicly display, sublicense, sell and otherwise distribute the Production, either in whole or in parts, and either alone or with other products, for commercial or non-commercial television or theater, closed-circuit exhibition, home video distribution, Internet broadcast, or any other purpose that Outlet or its designees in their sole discretion may determine. This grant includes the right to use the Production for promoting or publicizing.

I confirm that I am over eighteen years and I have the right to enter into this Agreement, that I am not restricted by any commitments to third parties, and that Outlet has no financial commitment or obligations to me as a result of this Agreement. I hereby give all clearances, copyright and otherwise, for use of Production. I expressly release and indemnify Outlet and its officers, employees, agents and designees from any and all claims known and unknown arising out of or in any way connected with the above granted uses and representations. The rights granted Outlet herein are perpetual and worldwide.

I hereby waive any right, to inspect or approve the final use of Production, or any finished materials, copy or other matter which may be used in conjunction with, or the manner in which any of the same are used, reproduced, published, or displayed.

I hereby discharge, release and agree to hold harmless the Outlet, the Outlet's heirs, legal representatives and assigns, and all persons acting under the Outlet's authority or those for whom he/she is acting, from any liability by virtue of any use of the Production or any changes or alterations made thereto.

I hereby warrant that I am of full legal age and have the right to contract in my own name. I have read the above authorization, release, and agreement, prior to its execution, and I am fully familiar with the contents thereof. This release shall be binding upon me and my heirs, legal representatives, and assigns.

I agree that any modification to this agreement must be made in writing and signed by Outlet in order for that agreement to be legally enforceable.

The validity, construction, and performance of this Agreement will be governed by the substantive law of the State of New Jersey in the United States of America. Any dispute arising from this Agreement shall be bound to the jurisdiction of the courts in the State of New Jersey in the United States of America.

Filmmaker's Name (Print)\_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Witness Sign \_\_\_\_\_

Witness Print \_\_\_\_\_

Title of Production:\_\_\_\_\_

Photo IDs:\_\_\_\_\_