

## **Reel Work Filmmaking Initiative Application Submission Release (the “Release”)**

You have submitted or will be submitting a proposal for a short film (the “Proposal”) for review and consideration by BIPOC TV & Film, through its Reel Work Filmmaking Initiative (together, the “Initiative”). You understand that the execution of this Release is necessary before the Initiative will review the Proposal. Please be sure to read the guidelines and read and sign this Release form before submitting your Proposal. For comments and questions related to these guidelines or the content of your application, please contact our program lead Jackie Batsinduka at [bipocvfilm.reelwork@gmail.com](mailto:bipocvfilm.reelwork@gmail.com). Good luck!

TO: The Initiative

Proposal’s Short Film Title: \_\_\_\_\_

Email Address of Primary Applicant: \_\_\_\_\_

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree to and acknowledge the following:

1. I represent and warrant that the Proposal is original and that I own or control all rights in and to the Proposal. I have the full and exclusive right to submit the Proposal to the Initiative which may include the following individuals, without limitation: Nathalie Younglai, Vinay Virmani, Gillian Muller, Tyrone Edwards, Winnifred Jong, and Jackie Batsinduka and no other person, corporation or entity has any right, title or interest in the Proposal inconsistent with my rights to develop and license the Proposal. If I am submitting the Proposal on behalf of a corporation that owns the Proposal, I have the authority to bind such corporation. The Proposal does not contain any material that is defamatory and it does not infringe upon or violate any third-party rights, including, without limitation, privacy rights, copyrights, trademarks, publicity or other intellectual or proprietary rights of any third party. I hereby waive any so-called “moral rights” in respect of the Proposal.
2. The Initiative and/or its affiliates, related companies and licensees (and each of their respective shareholders, directors, officers, employees, agents, sponsors, suppliers and financiers) (together, the “BIPOC Initiative Parties”) have not made any promise, commitment or representation to me about the Proposal (financial or otherwise) and none of the above-mentioned parties has any obligation to use or finance the Proposal in any way. There is no agreement, written or oral, express or implied, between me and the BIPOC Initiative Parties concerning the Proposal, other than this Release.
3. The Initiative will give the Proposal only the consideration that the Reel Work Filmmaking Initiative and/or its affiliates in its sole and absolute discretion determines is appropriate.
4. I understand that the Initiative does not accept any obligation of confidentiality with respect to the Proposal. The Initiative may copy, use, and distribute the Proposal for the purpose of its evaluation and review. I have kept a copy of the Proposal and I understand and agree that the Initiative has no obligation to return the Proposal to me and is not responsible for any loss or damage to the Proposal.

5. The BIPOC Initiative Parties may have already and may in the future receive or independently develop materials similar to the Proposal. The BIPOC Initiative Parties have the unrestricted right to use these similar materials, and I will have no right or recourse against the BIPOC Initiative Parties for use of these similar materials.
  
6. By submitting an application, I represent and warrant that all collaborators listed in the Proposal are aware of and agree to collaborating on the proposed short film. It is suggested that all team members work in collaboration to create and submit materials. Though it is not required to submit a written agreement between these parties, the Initiative reserves the right to request such a document at any point throughout the process.
  
7. I hereby release and forever discharge the BIPOC Initiative Parties of and from any actions, claims, liabilities and demands of every kind which I may have arising from this Release and I agree not to assert or maintain any claim of any kind whatsoever in connection with the Initiative's use of my Proposal. In no event will I be entitled to enjoin, restrain or interfere with the activities and business of the BIPOC Initiative Parties. This Release sets forth our entire agreement and any modification or waiver of the provisions of this Release must be signed by both Nathalie Younglai, Vinay Virmani on behalf of BIPOC TV & Film, and me.
  
8. This Release is binding on me, my heirs, administrators, executors, legal representative and permitted assigns. Nothing in this Release shall make me and BIPOC TV & Film partners, joint ventures, agents or employees/employers of each other. This Release is governed by the laws of Ontario and the federal laws of Canada applicable therein.

I acknowledge having had the opportunity to seek independent legal advice with respect to the terms of this Release and that I fully understand the Release. I am executing this Release freely, voluntarily and without duress.

**Agreed to and accepted by:**

Name of Primary Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_