

**\*\*\*READ CAREFULLY BEFORE SIGNING\*\*\***

**\*\*\*THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS\*\*\***

**SUBMISSION RELEASE FORM**

1. **SUBMISSION:** The undersigned ("I," "me," or "my") is hereby submitting to Company, subject to the terms and conditions of this Submission Release (the "Agreement"), the material currently entitled " \_\_\_\_\_", described as follows: \_\_\_\_\_ (the "Material"), attached hereto as Exhibit A. Lion Forge Animation, LLC dba Lion Forge Entertainment ,with offices located at 227 North Lindbergh Blvd, St. Louis, MO 63141, along with its subsidiaries and affiliates, and their respective officers, directors, employees, agents, licensees, independent contractors, successors, and assigns, as well as parties given access to the Material by the foregoing, are referred to herein collectively as "Company."
2. **ACKNOWLEDGEMENTS OF SUBMITTOR:** I acknowledge that Company did not solicit the Material and that no confidential relationship is established by my submission of the Material. I understand that Company receives numerous unsolicited submissions of ideas, formats, stories, suggestions, scripts and that as a matter of policy, Company does not accept, consider or evaluate unsolicited submissions unless the person making the submission signs an agreement in form substantially the same as this. I specifically acknowledge that Company would refuse to accept, consider or otherwise review my Material in the absence of my acceptance of each and all provisions of this Agreement.
3. **CONSIDERATION:** I am executing and agree to be bound by this Agreement in consideration of Company's acceptance of the Submission for possible review in Company's sole discretion. Company does not guarantee any review of the Material or make any representations regarding the adequacy of such review.
4. **DELIVERY AND RETURN OF MATERIAL:** I acknowledge that I have retained at least one copy or duplicate of the submitted Material and that Company has no obligation to return the Material or acknowledge its receipt. Company shall not be liable in any way for any loss of the Material, irrespective of whether it is lost, misplaced, stolen, or destroyed in transit or while in Company's possession or otherwise.
5. **RIGHTS AND OBLIGATIONS:** I understand and acknowledge that:
  - a. I am voluntarily, knowingly, and intentionally submitting the Material on an unsolicited basis.
  - b. Company (including its parents, subsidiaries, affiliates, assigns, executives, employees or agents) has no obligations to me except as set forth in this Agreement, and that no other obligations exist or shall exist or shall be deemed to exist as a result of my submission of the Material. I further acknowledge that Company has no intent to compensate me in any way and I have no expectation (and, at the time of submission, had no expectation) of receiving any compensation.
  - c. If the Material or any element thereof is not new, unique, concrete or novel and/or is in the public domain and/or does not constitute protectible literary or other intellectual property and/or is not original

with me, then as between Company and me, I agree that Company shall have the right to use such elements without any obligation to me whatsoever.

d. I acknowledge that Company has access to and/or may create or has created literary materials and ideas which may be similar or identical to the Material in theme, idea, plot, format or other respects. Company shall be entitled to all rights of exploitation, in accordance with all applicable laws, in all ideas, concepts or materials that Company independently creates or that acquire from third parties, even if similar or identical to the Material. I agree that I will not be entitled to any compensation as a result of such use.

e. Neither Company's consideration of the Material nor any subsequent negotiations between us regarding the Material shall be deemed an admission by Company of the novelty of any ideas contained therein, of the priority of the Material over other submissions, or of the originality of the Material.

f. Company is under no obligation of any kind to me unless such obligations are undertaken pursuant to a fully executed written agreement as set forth in Paragraph 6 below. Without in any way limiting the generality of the preceding sentence, no agreement to pay any compensation or provide any credit shall be implied from Company's consideration of the Material or from Company's failure to respond after receiving the Material. I acknowledge and agree that Company has no obligation to review or consider the Material and that my submission of the Materials and execution of this Agreement creates no express or implied agreements between myself and Company.

6. COMPANY RIGHTS: Company shall not use any legally protectable portion of the Material unless Company and I agree in writing upon compensation payable to me for, and terms governing, such use. Notwithstanding the foregoing, nothing in this Agreement, nor my submission of the Material to Company, will be deemed to place Company in any different position from any other member of the public regarding the Material. Company will not be liable to me for its use of any elements of the Material that any member of the public could freely use. For the avoidance of doubt, Company reserves all rights to use, without any obligation or payment to me, any elements of the Material that: (a) are not protected or protectable by US copyright or other US intellectual property law; or (b) are similar or identical to materials that were or are independently created by Company or other persons without reference to or use of the Material.

7. LIABILITY RELEASE: Except as this Agreement otherwise provides, I hereby irrevocably and unconditionally release and discharge Company from liability under any and all claims, demands, actions, suits, damages, and expenses of every kind whatsoever, known or unknown in any jurisdiction throughout the world (collectively, "Claims"), that may arise directly or indirectly in relation to the Material or by reason of any claims now or hereafter made by me that Company has used or appropriated the Material, except for fraud or willful misconduct on Company's part.

8. CHOICE OF LAW, VENUE, AND ARBITRATION: This Agreement, and all matters arising out of or relating to this Agreement, shall in all respects be interpreted, enforced and governed by the laws of the State of Missouri without giving effect to any conflict of law provisions thereof that would result in the application of the laws of a different jurisdiction. Any and all controversies, claims, and disputes concerning the Material or arising out of or relating to this Agreement (each a "Dispute") shall be resolved according to the procedures set forth in this Section 8, which shall be the sole dispute resolution mechanism hereunder. Any and all

Disputes must be submitted to final and binding arbitration (the "Arbitration") The parties to this agreement will submit all Disputes arising under this agreement to arbitration in the state of Missouri before a single arbitrator of the American Arbitration Association ("AAA"). The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. Any Dispute or portion thereof, or any claim for a particular form of relief not otherwise precluded by this Agreement, that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in the state of Missouri; each party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the exclusive venue of any such Dispute, suit, action or proceeding in any such court or that any such Dispute, suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

9. REMEDIES: I acknowledge and agree that: (i) monetary damages are a fully adequate remedy to compensate me for any breach or threatened breach of this Agreement by Company; and (ii) in the event of any Dispute, my sole and exclusive remedy is monetary damages. No breach by Company of this Agreement will entitle me to equitable relief, including specific performance, injunctive relief, rescission, or any other form of equitable remedy. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING TWO SENTENCES, I UNDERSTAND THAT I AM EXPRESSLY WAIVING THE RIGHT TO SEEK EQUITABLE RELIEF TO RESCIND THIS AGREEMENT AND THE RIGHT TO SEEK INJUNCTIVE RELIEF TO ENJOIN OR OTHERWISE RESTRAIN OR LIMIT THE USE OR EXPLOITATION OF THE SUBMISSION OR ANY OF COMPANY'S RIGHTS RELATING THERETO.

10. REPRESENTATIONS AND WARRANTIES OF SUBMITTOR/ INDEMNIFICATION BY SUBMITTOR: I hereby represent and warrant: (a) the Material was created and is solely owned by me and no other person or entity has any right, title or interest therein or thereto; (b) that I have full right to submit the Material to Company and to grant all right, title, and interest in the Material, free of all liens, claims, or other encumbrances, and no rights to the Material have previously been granted to any other person or entity; (c) the Material, including any element thereof, and its submission, review, and use, does not infringe, violate, or otherwise conflict with the rights of any other person or entity; (d) the Material is free and clear of any pending or threatened litigation; and (e) that the description of the Material in Paragraph 1 contains all of the elements thereof. I will indemnify, defend, and hold Company harmless from any and all claims, loss or liability (including reasonable attorneys' fees) that may be asserted and/or incurred by Company at any time in connection with (i) the Material or any use thereof; and (ii) any breach or alleged breach this Agreement.

11. PLURAL SUBMITTOR: If more than one party is the submitting party, then each such submitter must sign this Agreement as the submitting party, and all references to "I" or "me" throughout this Agreement shall apply to each such party, jointly and severally.

12. SEVERABILITY OF PROVISIONS: Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect. This Agreement shall at all times be construed as to carry out the purposes stated herein.

13. COUNTERPARTS: This Agreement may be executed simultaneously in one or more counterparts and transmitted by electronic-mail, telefacsimile or other electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**I HEREBY STATE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT NO VERBAL REPRESENTATIONS OF ANY KIND HAVE BEEN MADE TO ME AND THAT THIS AGREEMENT STATES OUR ENTIRE UNDERSTANDING.**

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

Name (Please Print): \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A**

**[INSERT MATERIAL]**

