

## PGA PRODUCING WORKSHOP RELEASE AGREEMENT

1. I am voluntarily participating in the Producers Guild of America Producing Workshop, "The Power of Diversity" ("Workshop"). I enter into this Agreement with the express understanding that the Workshop is held in the spirit of open intellectual and creative exchange, and that proprietary interest in reference to any part or whole of that exchange is inconsistent with the ideals and purpose of the Workshop.
2. I have submitted to the PGA the material entitled below ("Material"), for discussion, revision, and development: \_\_\_\_\_  
I recognize that the PGA is not obligated to return submitted materials. I have maintained a copy of any materials submitted, and have not submitted any materials that are irreplaceable.
3. I enter into this Agreement with the express understanding that any decision to read and evaluate the Material is made in express reliance upon this Agreement and my covenants, representations and warranties contained herein. I accept that the PGA may discuss my material with committee members, and possibly others, to evaluate whether it is appropriate for the Workshop. I understand that any consideration of my written or verbal submission does not create a confidential relationship between you and the PGA.
4. While I retain the exclusive right as the sole owner of the Material in its form as initially presented to the Workshop, I grant the Producers Guild of America ("PGA") and any participants in the Workshop the right to reproduce and use any version of the Material during the Workshop. I warrant that I am the sole owner and author of the Material at the time the Material is originally presented at the Workshop. I agree to indemnify the PGA against and from any and all claims, loss or liability (including reasonable attorneys' fees) that may be asserted against or incurred by the PGA, at any time, in connection with the Material or any use thereof.
5. I hereby release ownership of any concepts, ideas or alterations pertaining to the Material or otherwise that are the result of the collaborative discussion and development that comprises the Workshop.
6. I agree that any part of the Material or any of my concepts or ideas which do not in themselves constitute protectable literary property may be used by the PGA and all participants of the Workshop without any liability to me.
7. I agree that I am not and will not be entitled to any compensation because of any use by the PGA of similar or identical material which may be independently created by the PGA or the Workshop participants, or may come to them from any other source. I acknowledge that the PGA has the right to refuse to accept, consider or otherwise evaluate the Material in the absence of my acceptance of each and all of the provisions of this Agreement. I shall retain all rights to submit the Material to persons other than the PGA, except such revisions to the Material incurred in the course of evaluation and discussion in the Workshop, for which no one may claim ownership.
8. Either party to this Agreement may assign or license its, her or his rights hereunder, but such assignment or license shall not relieve such party of its, her or his obligations hereunder.
9. If more than one party signs this agreement as submitter, the references to "I" or "me" throughout this agreement shall apply to each such party jointly and severally.
10. I have read and understand this Agreement. By signing it, I hereby confirm that I am at least eighteen (18) years of age. I have not relied upon any oral representations of any kind. There are no written representations or agreements of any kind except as expressly set forth herein. Any modifications or waivers to any of the provisions of this agreement must be in writing and signed by both myself and the Executive Director of the PGA.
11. This Agreement states the entire understanding between the PGA and me. Should any part of this Agreement be void or unenforceable, such part shall be deemed omitted, and this Agreement with such part omitted shall remain in full force and effect.

### AGREED AND ACCEPTED:

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

Address: \_\_\_\_\_

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

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