

1. The undersigned ("Entrant") has entered his/her/their film, identified below ("Film"), in Eyesight Publishing and Mighty JamJar Productions' Blue Revue.
2. In order to consider further the Film, Eyesight Publishing and Mighty JamJar Productions (hereafter referred to as ESP/MJP), requires that the Entrant sign and deliver this License, Release and Agreement, including accompanying releases for all persons who are depicted in the Film. Entrant understands that it has the right to withdraw the Film from the Contest in the alternative to executing this License, Release and Agreement.
3. The Entrant hereby grants to ESP/MJP, for no further royalty or other compensation, a nonexclusive license to screen the Film at one or more public screenings at any time in connection with the Contest (b) identifying the Film or the Entrant, on ESP/MJP's website (or publishing a link to other web sites), in print or print advertising, alone or together with works by other artists, and (c) otherwise doing such things as ESP/MJP, or any of its sublicensees, successors or assigns, in its discretion deems necessary or useful for its own purposes in connection with the Contest. Upon conclusion of the Contest ESP/MJP intends to destroy the Film and will use diligent efforts to do so. However, in the absence of its willful misconduct, ESP/MJP shall have no liability to Entrant for failing to destroy the Film, even if the result is dissemination or disclosure of the Film to others.
4. Nothing in this License, Release and Agreement is intended to limit the rights of Entrant or any other person or entity to do any of the things licensed hereunder, the rights granted hereunder being non-exclusive.
5. The Entrant represents and warrants to ESP/MJP that the Entrant is the sole owner of all rights to the Film, has full power and authority to enter into this License, Release and Agreement without the consent of any other person, and that neither the Film nor any exercise of the rights granted by this License violates nor will violate the rights of any person, including without limitation the actors and other participants in the Film, and other persons with interests in the subject matter, source material, presentation or ownership of the Film. The entrant also represents and warrants to ESP/MJP that the attached releases cover all "performers" in the Film, as defined by section 163.1 of the Canadian Criminal Code. The Entrant shall defend and indemnify ESP/MJP from and against any and all claims, loss, cost, damage, liability and expense (including attorneys' fees) whatsoever that may be incurred by ESP/MJP as a result of the untruth of this representation and warranty.
6. The Entrant shall be responsible for complying with all requirements of Section 163.1 of the Canadian Criminal Code, and keep records concerning the identity and date of birth of all performers. The Entrant represents, warrants and agrees that the Entrant is familiar with all these requirements and will comply with them. Acceptance or screening by ESP/MJP of the Film shall not relieve the Entrant from this obligation or constitute any warranty by ESP/MJP of any responsibility for these requirements.
7. Nothing in this License, Release and Agreement constitutes a guarantee that The Film will win the Contest or any award in the Contest or that it will be screened, exhibited or publicized at any time. ESP/MJP will announce a policy at any public screening of the Film that unauthorized taping or recording of any portion of the Film is prohibited. However, ESP/MJP assumes no other responsibility to prevent unauthorized taping or recording.
8. This is the sole agreement between Entrant and ESP/MJP concerning the Film and the Contest, and supersedes any and all prior advertising, agreements, entry forms, correspondence or other communications or understandings between the parties.

Executed on _____, 2022.

Eyesight Publishing, Mighty JamJar Productions

Name

Signature

Email Address

Name of Film

Phone Number