

**FROM THE DESK OF:**



***Wiley B. Oscar***  
*Oscar Media Group, Inc.*

• Email: [info@oscarmediagroup.com](mailto:info@oscarmediagroup.com) •

**RELEASE**

To Whom It May Concern:

1. I am submitting to you herewith the following described material, ideas or creative work (hereinafter referred to as "the Materials"):

2. I request that you examine the Materials with a view to deciding whether you will undertake to represent, produce, release or otherwise develop the Materials.

I am executing this release to induce you to consider the Materials, and I acknowledge that in accordance with your established policy you have refused to accept, consider or otherwise evaluate the Materials without my acceptance of each and all of the provisions of this release and that you have not examined the Materials prior to my execution of this release. I further acknowledge and agree that (i) you are not undertaking any obligation to either examine or represent the Materials; and that (ii) no confidential relationship exists between you and me or is established by my executing this release or submitting the Materials to you. I retain all rights to submit the Materials or similar material to persons other than you.

3. I warrant that I am the sole owner and/or author of the Materials, that I have the exclusive right and authority to submit the same to you upon the terms and conditions stated herein, and that all of the elements of the Materials are described herein.

4. You may use without obligation to me any material which is not legally protectible material. I agree that nothing contained in this release nor the fact of my

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submission of the Materials to you shall be deemed to place you in any different position from any member of the general public with respect to any element or portion of the Materials.

5. I recognize that you have access to and/or may create or have created materials and ideas which may be similar or identical to the Materials in theme, idea, plot, format or other respects. I agree that I will not be entitled to any compensation because of the use of any such similar or identical material which may have been independently created by you or may have come to you from any other independent source.

6. If a determination is made (in an arbitration proceeding under the provisions of paragraph 8 below) that you have used any legally protectible portion of the Materials and that such legally protectible portion was not obtained from or independently created by another source, the award of the arbitrators shall be limited to an award of money which shall not exceed the fair market value as of the date of this agreement of the non-exclusive right to use similar material for a similar use. In no event shall I be entitled to any other or additional compensation or remedy.

7. I agree that I must give you written notice by certified or registered mail at your address set forth in the heading of this release of any claim relating to the Materials or this agreement within ninety (90) days after I acquire knowledge of such claim, or if it be sooner, within ninety (90) days after I acquire knowledge of facts sufficient to put me on notice of such claim. My failure to give you such written notice before the expiration of such period will constitute an irrevocable waiver of any rights I may otherwise have with respect to such claim. I further agree to indemnify and hold you harmless with respect to any costs, expenses and damages (including attorney's fees) incurred by you by reason of any breach of any of my representations, warranties and/or agreements contained herein.

8. Any dispute arising out of or in connection with the Materials (including any dispute regarding any alleged use of the Materials or compensation therefor) or this release, its validity, construction, performance, non-performance, operation, breach, continuance or termination, shall be submitted to and determined solely by arbitration in the city of your address set forth in the heading of this

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agreement in the manner hereinafter set forth. You and I waive any and all rights and benefits which either of us might otherwise have or be entitled to under the laws of any jurisdiction to litigate any such dispute in court. Each arbitrator shall be a person experienced and knowledgeable in the entertainment industry. The arbitrators' decision shall be controlled by the terms of this release and any award to me relating to the use of the Materials (which shall only be for a use for which I shall be entitled to compensation pursuant to paragraph 6 hereof) shall be limited to compensation which shall not exceed that specified in paragraph 6 hereof. Except as herein expressly provided otherwise, the arbitration shall be in accordance with the applicable rules and regulations of the American Arbitration Association. If either you or I shall fail to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, then the arbitrators or the arbitrator, as the case may be, are empowered to proceed ex parte. The decision of the arbitrators shall be final and binding and judgment on the award may be entered in any court having jurisdiction and the costs and expenses of arbitration, including reasonable attorney's fees and the cost of expert witnesses, shall be borne by the losing party.

9. The word "you" or "your" in this release refers to you, and your officers, agents, servants, employees, stockholders, licensees, successors and assigns. If the Materials are submitted by more than one person or by a firm, corporation or other entity, the words "I," "my" or "me" shall refer to all persons, firms, corporations or other entities, and this release will be binding jointly and severally upon all such persons, firms, corporations or other entities.

10. I have retained at least one copy of the Materials, and I hereby release you of and from any liability for loss of, or damage to, the copies of the Materials submitted to you hereunder.

11. I have read and understand this release and no oral representations of any kind have been made to me, and this release states our entire understanding with reference to the subject matter hereof. I agree that any modification or waiver of any of the provisions of this release must be expressly approved by you in writing.

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12. This release shall be governed and construed in accordance with the laws of the state specified in your address at the head of this agreement applicable to agreements executed and fully performed therein. Should any provision or part of any provision of this release be void or unenforceable, such provision or part thereof shall be deemed omitted, and this release with such provision or part thereof omitted shall remain in full force and effect.

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This release shall at all times be construed so as to carry out the purposes hereof.

Very truly yours,

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

Print Name: \_\_\_\_\_

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

City/State/ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_

ACCEPTED AND AGREED:

\_\_\_\_\_  
Oscar Media Group, Inc

By: \_\_\_\_\_

Its: \_\_\_\_\_