48 Hour Film Project Waiver and Release Form

(For All Cast and Crew)

1. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I agree to participate in and in connection with a motion picture ("Film") being produced by

_____ ("Team Leader")

as part of the Yes We Cannes Global Film Challenge

on or about _____ (date) (the "Project"), as well as in connection with any "behind the scenes" recordings taped, filmed, recorded and/or otherwise produced by the 48 Hour Film Project, Inc. ("48HFP") with regard to the making of" the Project ("Documentary Footage"). For the purposes hereof, the Film and the Documentary Footage including without limitation any portion thereof shall be collectively and separately referred to herein as the "Footage".

2. I hereby grant to Filmmaker and 48HFP and their respective parents, affiliates, subsidiaries, successors, licensees and assigns: (a) the right (but not the obligation) to film, photograph and otherwise visually and audiovisually record me and to record my voice, conversations, sounds and performances, and any pre-existing materials furnished by me ("Pre-existing Materials") in and in connection with the Footage; (b) all rights of every kind and character whatsoever (including without limitation copyrights) in and to the results and proceeds of my appearance in the Footage including, without limitation, all film, photographs and video and audio recordings produced by 48HFP and/or Filmmaker in connection therewith (collectively "Recordings"), any and all performances, stories, statements or actions made by me, whether written, spoken, sung, or otherwise uttered or expressed by me, or information given by me, captured on any such Recordings (collectively the "Results and Proceeds").

3. Filmmaker and 48HFP shall be the exclusive owner(s) of the Footage and the Results and Proceeds, giving them the right, without limitation, in perpetuity throughout the universe, in any and all languages, in any and all media know known or hereafter invented: (a) to exhibit, broadcast, use, reproduce and license others to use as they see fit all or any part of the Footage and/or the Results and Proceeds; (b) to edit, dub, subtract from, add to or modify the Results and Proceeds in any manner, combine it with any other material and/or incorporate it into other films, projects or programs; and (c) to use and license others to use my name, voice, likeness, image, photograph, performance, participation, expressions, personal experiences and biographical material (collectively "Name and Likeness"), in and in connection with the production, distribution, advertising, publicity, promotion, exhibition and other exploitation of the Footage, the Results and Proceeds and/or any portion thereof, and in connection with 48HFP or 48HFP's products and services, an unlimited number of times, without any obligation of any kind to me whatsoever.

4. I hereby expressly waive any and all so-called "moral rights" or "droits moral" in connection with the Footage, Results and Proceeds, my appearance(s) and my furnishing of any Pre-existing Materials in and in connection with the Footage. My signature hereon subsequent to the production of the Footage and/or the Results and Proceeds shall have the same effect as if I had signed in advance thereof.

5. I represent that my appearance in the Footage (and my furnishing of Pre-existing Materials, if any) will not to the best of my knowledge (i.e., what I know or should know after the exercise of reasonable prudence) infringe upon the rights of any third party. I represent and warrant that I have all rights and authority to enter into this Waiver and Release ("Release") and to grant the rights granted herein. No other authorization is necessary to enable Filmmaker and/or 48HFP to use my Name and Likeness, the Results and Proceeds and/or the Pre-existing Materials (if any), for the purposes herein contemplated. I hereby waive any right of inspection or approval of the Results and Proceeds, the Footage, my Name and Likeness and/or the uses to which such Results and Proceeds, the Footage and/or my Name and Likeness may be put.

6. As used in this Release: (a) the term "Releasing Parties" means and refers to each of me, my heirs, next of kin, spouse, spousal equivalent, guardians, legal representatives, executors, administrators, successors and assigns; and (b) the term "Released Parties" means and refers to Filmmaker and 48HFP and each and all of their respective parents, subsidiaries, related and affiliated companies, licensees, sponsors, heirs, successors and assigns, and the directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing entities. I voluntarily assume any and all risks, known or unknown, associated with my participation in the Project and actions and undertakings in connection with the Project and the Footage (collectively "my Participation"). I acknowledge that my Participation may present certain risks to me, and I hereby assume any and all risks associated therewith, including, without limitation, the risk of physical or mental or emotional injury, minor and/or severe bodily harm, and/or illness, which arise by any means, including, without limitation: acts, omissions, recommendations or advice given by Filmmaker and/or 48HFP or their agents, employees, or other persons or entities affiliated with the Project; participation in inherently dangerous activities, latent or apparent defects or conditions in any vehicle, equipment and/or any location used in the Project; weather or other natural conditions; human error; my physical and mental condition; my own acts or omissions; first-aid, emergency treatment or other services rendered to me or others.

(paragraph 6 continued) I hereby agree to voluntarily accept and assume any and all such risks as well as any risks not mentioned herein that are in any way associated with my Participation and the subsequent or simultaneous exhibition or other exploitation or dissemination of the Footage, the Results and Proceeds and/or any portion thereof in perpetuity throughout the universe in any and all media, whether now known of hereafter invented ("Exhibition").

7. I and the other Releasing Parties hereby voluntarily and knowingly, release, discharge and relinquish any and all claims, actions and lawsuits of any kind against the Released Parties related to or arising from my Participation, including, without limitation, travel to and from any location used in connection with the Project, the making, taping, production, use, editing, distribution, licensing, promoting, and/or Exhibition of the Footage, the Results and Proceeds and/or any portion thereof, including, without limitation, any claims, actions or lawsuits for negligence and/or other fault, either active or passive, personal injury, wrongful death, defamation, false light, violation of right of publicity, invasion of privacy, disclosure of embarrassing private facts, fraud, breach of contract, infringement of copyright, and negligent or intentional infliction of emotional distress.

8. I acknowledge that I may hereafter discover claims in addition to the ones released in this document, and I and the other Releasing Parties hereby release the Released Parties from any such unknown and/or unsuspected claims. I and the other Releasing Parties acknowledge and agree that this waiver is an essential and material term of this Release, and without such waiver neither Filmmaker nor 48HFP would have accepted my participation in the Project. I and the other Releasing Parties hereby represent that we have been advised by legal counsel or have been given ample opportunity to be so advised and understand and acknowledge the significance and consequence of this Release and of this specific waiver.

9. The validity, interpretation and legal effect of this Release and any other agreements into which I may enter or documents I may execute in connection with the Project shall be governed by the laws of the District of Columbia applicable to agreements executed and fully performed within the District of Columbia, without regard to its conflicts of law provisions. Should any provision hereof be found invalid, in whole or in part, it shall not affect the validity or enforceability of any other provision hereof or of that provision insofar as it is not invalid or unenforceable. Any waiver of any term of this Release in a particular instance shall not be a waiver of such term for the future.

10. This Release shall bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. I represent that I am at least 18 years of age, and that if I under 18 my parent or legal guardian has signed below.

11. I acknowledge that 48HFP and Filmmaker will rely on the waivers, releases and permissions granted herein potentially at substantial cost to 48HFP and/or Filmmaker, and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

12. **GDPR CLAUSE** The controller of personal data is the 48 Hour Film Project, Inc. whose mailing address is PO Box 40008 Washington, DC 20016. Contact email address: info@48hourfilm.com. The processing of personal data by the Controller takes place in accordance with the applicable law. As part of the registration for the 48 Hour Film Project, the following data will be processed: first and last name, postal address, contact number and/or email address as well as image in materials documenting and promoting the 48 Hour Film Project. Providing the above personal data is necessary for the performance of the contract terms.

13. The legal basis for the processing of personal data is the performance of the contract and the organization of the 48 Hour Film Project. The personal data of the participant will be stored for the period necessary to achieve the purposes for which they are processed, in particular for the period necessary for performance of the contract.

14.

15. Participants' personal data may be used by the 48 Hour Film Project, Inc. (PO Box 40008, Washington DC 20016) for the purpose of awarding prizes and provisions resulting from the contract. Materials containing images may be used by the 48 Hour Film Project, inc. (PO Box 40008, Washington DC 20016), as well as to project partners for promotional purposes. The participant has the right to request access to their personal data, the right to correct or modify their data, as well as the right to lodge a complaint with the supervisory authority.

16. **Failure to provide data requested will result in the inability to fulfill the contract terms contained in the form, and thus the inability to participate in the 48 Hour Film Project film competition.**

Agreed and Accepted:

Name:_____ Date: _____

Signature:_____ Email:_____

Phone:_____

Address:_____

If Signatory is under 18:

I represent and warrant that I am the parent or guardian of the minor whose name appears above, that I have read and approve of the foregoing Release, and consent to its execution by my child/ward. For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, I hereby release the Released Parties as set forth and in accordance with the foregoing Release from any claims and/or causes of action I may have against them of any nature whatsoever, and I hereby fully and unconditionally guarantee my child's/ward's releases, waivers and grant of rights as set forth above.

Name of Parent or Guardian: _____ Signature: _____

Address: _____ Date: _____