

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

Writers Guild of America, West, Inc.  
7000 W. Third St.  
Los Angeles, California 90048

Re: Feature Writer Access Project - Participant Release

To Whom It May Concern:

I am submitting to Writers Guild of America, West, Inc. ("WGAW" or "Guild") this release form ("Release") in connection with my participation in the WGAW Feature Writer Access Project ("Project"). I hereby represent, warrant and agree that:

1. I am executing this Release as a condition of my participation in the Project. I acknowledge that I have received and read the document entitled Feature Writer Access Project Description ("Project Description"), a copy of which is attached to this Release. Concurrently with the submission of this Release, I am submitting a completed application form ("Application"). I hereby represent and warrant that the information I have supplied in the Application is true and correct to the best of my knowledge and that I have otherwise complied with all requirements for participation in the project as set forth in the Project Description.

2. As part of my participation in the Project, I intend to submit to the WGAW one piece of literary material (the "Literary Material"). In connection with my submission of the Literary Material, I acknowledge and agree that (a) WGAW is not undertaking any obligation other than as set forth in the Project Description; (b) neither my submission of the Literary Material, my entering into this Release, nor my participation in the Project shall establish any express or implied confidential relationship between the WGAW and me with respect to the Literary Material or otherwise; and (c) no contract or obligation of any kind is assumed by WGAW by reason of my submission of the Literary Material or my participation in the Project. I expressly consent to the dissemination and distribution of the Literary Material consistent with the Project Description, including without limitation to the individuals selected to participate as Project judges.

3. I am the sole author and owner of all Literary Material and have the full right and authority to submit the Literary Material to WGAW upon the terms and conditions stated herein. The Literary Material is original with me, and not currently under option to any third party, and the submission hereunder of the Literary Material will not violate any law or any right of any person or entity. I agree to hold WGAW harmless for the any liability or damages resulting from my breach of the representations and warranties contained in this paragraph.

4. I understand that WGAW and persons or entities affiliated or connected with WGAW or the Project (each, a "WGAW Entity") may have access to and/or may create or have created stories, ideas, and materials that may be similar or identical to the Literary Material in theme, idea, plot, format or other respects. I also recognize that many stories and ideas are similar and that often different stories and ideas relate to one or more common underlying themes. I acknowledge and agree that there may be stories, ideas, and/or materials contained in the Literary Material that are not novel or original, are not fixed in tangible form, and/or were not originated by me, and/or because other persons (who may include, without limitation, other participants in the Project) have submitted or developed similar or identical stories, ideas, and/or materials and in such cases any WGAW Entity may determine, in its sole discretion, that it has an independent legal right to use any such stories, ideas, and/or materials. Accordingly, I agree that I will not be entitled to any compensation because of the use by any WGAW Entity of any stories, ideas or materials that are similar or identical to the Literary Material, except as set forth in the next paragraph.

5. If any WGAW Entity uses, without my permission and in violation of my rights under U.S. Copyright Law, any portion(s) of the Literary Material that is/are expressed in sufficient detail that they are protected under U.S. Copyright Law, my remedy shall be limited to an award of money which shall not exceed the fair market value, as of the date of the unauthorized use, of the nonexclusive right to use similar material for a similar use. In no event shall I be entitled to any other or additional compensation or remedy. I hereby waive any right to seek injunctive or other equitable relief in connection with any claim that I may bring that any WGAW Entity may have used any portion of the Literary Material in violation of my rights as set forth in this paragraph. I acknowledge and agree that the foregoing means I may not enjoin or interfere with the development, production, distribution, advertising, promotion or other exploitation of any work in connection with any such claim that I may have.

6. I have retained at least one copy of the Literary Material and I understand that the Literary Material will not be returned to me for any reason. I understand that WGAW accepts no liability whatsoever for the damage to, non-return, or loss of the Literary Material.

7. I have read, understood and complied with this Release, the Application and Project Description, which are incorporated herein by this reference. No oral representations of any kind have been made to me, and this Release, together with the Project Description and Application, contain the entire understanding between WGAW and me with respect to the Literary Material and the Project, and supersedes any prior or contemporaneous understandings, correspondence or other documents. Should any provision or part of any provision of this Release be deemed 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. I acknowledge and agree that any modifications to or waivers of any of the provisions of this Release must be expressly approved by WGAW in writing.

8. If the Literary Material is submitted by more than one person, then all such persons will sign this Release, the words "I", "my", "me" and the like throughout this Release shall refer to all such persons, and this Release will be binding jointly and severally upon all such persons. This Release shall be construed and enforced pursuant to the laws of the State of California with respect to contracts negotiated, entered and performed entirely within the State of California. Any litigation in connection with this Release shall be conducted exclusively before a federal or state court of competent jurisdiction located in the State of California, County of Los Angeles. WGAW and I each hereby waive any objection and submit to the *in personam* jurisdiction and venue of such court.

Sincerely,

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (home): \_\_\_\_\_

Phone (other): \_\_\_\_\_

ACCEPTED AND APPROVED:

WRITERS GUILD OF AMERICA, WEST, INC.

By \_\_\_\_\_