

RELEASE FORM

As of _____, 20__

**PILAR ANGUITA -MACKEY
SCRIPT CONSULTATION
LAUSANNE , SWITZERLAND**

Title of Material _____

Short description of material _____

Dear Madam Anguita-MacKay:

I am submitting to you herewith certain written material (the "Material") identified above, for your evaluation and in order to obtain your comments and suggestions ("Comments").

I recognize that your files are replete with ideas and stories for theatrical motion pictures and television programs, and that new ideas for motion pictures and television programs are constantly being submitted to you or being developed by you. I also recognize that many stories and ideas are similar and often different stories and ideas relate to one or more common underlying themes.

In consideration of the foregoing and your agreeing to accept and review the Material, I agree to the following:

I acknowledge that the Material was created and written by me without any suggestion or request from you that I write or create the Material.

You agree that you will not use the Material or any part thereof unless you either:

(I) Enter into an agreement with me granting you the right to use the Material or determine in good faith that you have the independent legal right without my consent to use all or any part of (or any features or elements in) the Material either because (i) I do not own or control such Material or such features or elements, or (ii) the Material or features or elements used by you and claimed by me to be the Material or embodied in the Material is in the public domain, is not new or novel, is not legally protected or protectable, or was independently developed by you or obtained by you from other sources including your own employees.

You may, however, reprint or publish extracts from your Comments as examples for educational and/ or promotional purposes, provided neither myself nor the title of my Material is identified. I further understand that you may make similar comments on other materials, and acknowledge that the copyright and ownership of the comments themselves (as distinct from any changes or contributions to my Material, including story changes, that may be made pursuant to the Comments) remains with you.

In no event, in the absence of any agreement between us, shall any agreement to use or compensate me for the use of the Material or any other Materials, features or elements claimed by me to be embodied in the Material, or any other obligation, be implied.

If I should claim that you have used all or any part of the Material or any features or elements in the Material or breached any alleged agreement to use or compensate me for the use of the Material or any features or elements thereof, I undertake the entire burden of proof of originality, copying,

similarity, and all other elements necessary to establish your liability, and agree that my submission of the Material shall in no event give rise to a presumption or inference of copying or taking or that anyone in your organization, other than the particular individual to whom the Material is delivered by me, had access to the Material or examined same.

If I should bring any action against you for wrongful appropriation of the Material or any features or elements thereof or any breach of any alleged agreement to use or compensate me for the use of the Material or any features or elements thereof, or any claim based, in whole or in part, on the submission of the Material or any other matters or events relating to or based in whole or part on the submission of the Material, such action shall be limited to an action at law for damages which damages shall in no event under any theory exceed the Flat Deal Screen Minimum Compensation for a High Budget Photoplay as set forth in the 1988 Writer's Guild of America Theatrical and Television Minimum Basic Agreement, and that I shall in no event be entitled to an injunction or any other equitable relief. Should I be unsuccessful in any such action, I assume, and agree to pay you upon demand all of your costs and expenses entailed in defending or contesting such actions.

I further agree that as a condition precedent to any such action, I will give you prior written notice thereof specifying in complete detail the grounds on which I will base such action and that any such action shall be and is hereby forever waived and barred unless duly filed by me within six months after you first publicly release or use the Material (or any claimed features or elements thereof) or ninety days after you notify me in writing that you deny liability to me, whichever is earlier.

In agreeing to the provisions of the preceding paragraph, I understand that I may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver I hereby acknowledge that I have read and understand and hereby expressly waive the benefits of section 1542 of the California Civil Code, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I have retained a copy of the Material and agree that you shall not be obligated to return the Material to me, and I release you from all liability if the Material is lost, misplaced, stolen or destroyed.

I acknowledge that you are under no obligation to use the Material in any manner. I further represent and warrant that the material is original with me, that I am the author and sole and exclusive owner of the Material and of all rights in and to the Material, and that I have full power and authority to submit the Material to you on the foregoing terms and conditions, each and all of which shall be binding on me, my agents, heirs, successors, licensees and assigns.

This Agreement shall inure to your benefit and to the benefit of your employees, agents, successors, licensees and assigns. This Agreement shall be construed under the law and jurisdiction of the State of California. This agreement supersedes any and all prior and contemporaneous agreements between the parties. Any change hereto shall not be effective unless made in writing signed by both parties. This Agreement may be executed in counterparts, and/or by fax.

Very truly yours,

[If co-authored, co-author should sign too]

Address _____
City and Country _____
Telephone _____