

Sleepy Hollow Haunted Scream Park Fright Film Fest (SHHSPFFF) Crew Leader's Agreement

This is an agreement between _____ ("Crew Leader"), representing the film Crew known as _____ ("Crew"), and SHSP, Inc, ("SHSP"), with respect to Crew Leader's and Crew's involvement in the **SHHSPFFF** and creation of a short film or video (the "Film") pursuant to the terms below.

(1) Crew Leader has read, and agrees on behalf of him/herself and Crew to abide by all the rules and guidelines set forth by SHSP (SHSP) for the Fright Film Fest (FFF). It is understood that SHSP reserves the right to disqualify from screening or exhibition and remove from consideration for awards and prizes any films/videos which do not adhere to the Official Rules.

(2) Crew Leader hereby understands that he/she is responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating in the FFF, and all costs, expenses, damages and claims related to this FFF. SHSP is providing the event and guidelines in which the Crew Leader is taking part; a screening opportunity for all qualifying films/videos; and a prize for the winner(s).

(3) Crew Leader hereby affirms that he/she will secure all rights (including without limitation copyrights) in and to all material included in the Film, including without limitation any and all images, photographs, performances, appearance(s) by any person(s), sounds, soundtrack and music (including without limitation compositions, recordings and performances). In no manner limiting the foregoing, Crew Leader will obtain a signed Talent Release from all persons appearing in the Film, a signed Sleepy Hollow Liability Waiver from all cast and crew, a signed Music Release from all persons or entities providing music, and a signed Location Release for all locations used in the Film. Cemeteries used in the film without a location waiver are automatically disqualified. Crew Leader represents and warrants that he/she (a) is free to enter into this Agreement, (b) that, except with regard to SHSP's rights as set forth herein, Crew Leader is the sole copyright holder in and to the Film; and (c) the Film does not to the best of Crew Leader's knowledge (including what Crew Leader should know or have known in the exercise of reasonable prudence) violate the copyright of any person or entity, or defame or infringe upon any rights of any kind of, including the right of privacy, off any person or entity.

(4) Crew Leader hereby agrees to indemnify, defend, and hold harmless SHSP, its owners, officers, directors, shareholders, employees, licensees, partners and assigns (collectively "Indemnified Parties") from any and all claims, costs, damages, expenses and liabilities including without limitation attorneys' fees (collectively "Claims") arising from the creation, production, use, exhibition, promotion, marketing, merchandising, or other exploitation of the Film by the Indemnified Parties and/or any of them, Crew Leader, Crew and/or any member thereof (including without limitation Claims for negligence and other torts, unauthorized use of likeness, invasion of right of privacy, publicity or personality, defamation, fraud, infringement of copyright and/or trademark, and breach of contract), and for any breach by Crew Leader of any representation, warranty or obligation of Crew Leader hereunder.

(5) Crew Leader and SHSP will jointly own, as coauthors, the copyright in and to the Film, and hereby agree to the following division of rights: From the date Crew Leader submits his/her film to the SHSP and continuing until October 31st, 2012 ("End Date"):

(a) Crew Leader shall have the following nonexclusive, non-assignable rights:

(i) to enter the Film in film festivals & competitions;

(ii) to screen the Film at local film events;

(iii) to stream the Film or any portion thereof for free on Crew Leader's personal website or for free on any third party website for Internet viewing, provided that the Film or portion thereof as so streamed contains an initial full screen title card stating "This Film was created for the **SHHSPFFF**." (or other language as may be designated by SHSP);

(iv) to distribute the film for free via DVD;

(v) to use the Film on a professional reel to promote Crew Leader, Crew or any Crew member; and

(vi) any other use agreed to in writing by SHSP.

(b) SHSP shall have the following rights, which, except for the limited rights of Crew Leader as set forth above, shall be exclusive to SHSP: to copy, screen, show, exhibit, telecast, broadcast, advertise, market, exploit, and disseminate the Film and/or any portion thereof throughout the universe in perpetuity, via any medium and in any manner whether now known or hereafter invented, including but not limited to theatrical, television (including without limitation all forms of broadcast, cable, Video On Demand (VOD) and digital television), DVD/home video/videogram (including any videogram successor), Internet distribution and any means of digital download, and to sell, license and/or assign any or all of the foregoing rights to any third party. In no manner limiting the foregoing, SHSP shall have the right to use the Film and any portion thereof to advertise, promote and publicize the **SHHSPFFF** and/or any sponsor (Monster, Dr. Pepper, Bud Light, Miller Lite) thereof in any manner and via any medium at SHSP's sole discretion.

(6) The parties agree that the following terms shall apply should SHSP license, sell, or otherwise assign ("license") any rights in the Film to a third party licensee prior to the End Date:

(a) Individual License (i.e., SHSP licenses the Film individually): SHSP will receive the first \$250 of any license fee and/or royalties or reuse fees received therefrom; Crew Leader shall receive 50% of SHSP's net proceeds from the remainder (i.e., those in excess of \$250) of such license fee and/or royalties/reuse fees.

(b) Collection (i.e., SHSP licenses two or more films ("Collection") of which the Film is one): If Crew Leader's entire Film is included in the Collection, Crew Leader will receive a pro rata share of 50% of SHSP's net proceeds therefrom. Pro ration will be dependent upon number of films included in the collection.

(c) Sponsor License: Notwithstanding the foregoing, in the event the licensee of the Film or Collection is a sponsor of SHSP or the FFF ("Sponsor") as determined by SHSP, SHSP will retain 100% of all proceeds, if any, from any such license.

(d) Official SHSP DVD: If the entire Film is included on a **SHHSPFFF** compilation DVD, Crew Leader will receive a pro rata share of 50% of net proceeds received by SHSP when more than 3000 DVDs are sold. Pro ration will be dependent upon number of films included on said compilation. SHSP's net proceeds for the purposes of this paragraph 6 shall be defined, computed, paid and accounted for pursuant to SHSP's standard definition, which shall include allowances for the deduction from gross receipts SHSP's customary deductions including, without limitation, distribution fees, distribution expenses, and overhead. SHSP shall make semi-annual (i.e., twice per year) reports to Crew Leader, provided, however, that SHSP need not issue a report if Crew Leader has not accumulated revenue to report. SHSP shall issue checks to Crew Leader on a semi-annual basis so long as total revenue for a Crew Leader has reached a minimum of \$50.

(7) If SHSP does not license the Film to a third party prior to the End Date, then upon the End Date SHSP's rights as set forth above at paragraph (5)(b) shall become non-exclusive, and shall be owned and shared equally by both Crew Leader and SHSP in perpetuity. However, if SHSP does license the Film to a third party prior to the End Date, then SHSP's rights as set forth above at paragraph (5)(b) shall remain exclusive to SHSP and continue until October 31, 2013 ("Extended End Date"). No license (including any extensions and/or renewals) of the Film by SHSP to any third party shall, without Crew Leader's prior written permission, extend past the Extended End Date. Notwithstanding the foregoing, Crew Leader shall not at any time (whether before or after the End Date or Extended End Date) assign or license any rights in and/or to the Film to any third party without the prior written permission of SHSP, and SHSP shall not assign or license any rights in and/or to the Film to any third party which would preclude Crew Leader from exercising its rights in and/or to the Film as set forth above at Paragraph 5(a) and/or in this paragraph (as applicable), without the written permission of Crew Leader.

(8) Should the Crew Leader receive a distribution offer prior to the End Date and not initiated by SHSP, Crew Leader may enter into the deal provided the following requirements are met: 1) SHSP gives authorization in writing; 2) SHSP receives 25% of all distribution proceeds.

(9) Crew Leader hereby acknowledges that participation in the **SHHSPFFF** is without remuneration or monetary compensation whatsoever. The consideration for participating in the FFF is the screening of Participant's film/video at the Haunted Scream

Park during Sleepy Hollow's Haunted Scream Park; and the possibility, although not the obligation by SHSP, for future screenings and distribution; and the opportunity for publicity or exposure for being a participant.

(10) Crew Leader acknowledges that, in the event of any breach by SHSP or any third party, the damage, if any, caused to Crew Leader thereby will not be irreparable or otherwise sufficient to entitle Crew Leader to seek injunctive or other equitable relief. Crew Leader's rights and remedies in such event will be strictly limited to the right, if any, to recover compensatory (but not punitive or consequential) damages in an action at law, and Crew Leader will have neither the right to rescind or terminate this agreement or any of SHSP's rights hereunder, nor the right to enjoin the exhibition or other exploitation of the Film or any subsidiary or allied rights with respect thereto.

(11) Crew Leader may not assign this Agreement or any of its obligations hereunder without SHSP's prior written consent. SHSP may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party. Crew Leader acknowledges and agrees that Crew Leader is not an employee or agent of SHSP for any purpose, including all tax obligations, but that the parties are contractors independent of one another.

(12) SHSP will not be liable for any special, indirect or consequential damages, without limitation, damages arising under any Claim or cause of action, including contract, warranty, strict liability or tort, whether or not SHSP has been advised of the possibility of such damages. Furthermore, it is understood that SHSP's total liability for any Claims and/or causes of action shall not exceed, and is limited to, the total amount paid to SHSP in entry fees by Crew Leader under this agreement. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.

Agreed to and Accepted By:

Signature: _____ (Crew Leader)

Name: _____ (please print)

Date: _____ Address: _____

Phone: _____ Email: _____

SHSP
4051 Dean Avenue
Des Moines, Iowa 50317

By: _____

Its: _____

Date: _____

If Signatory is under 18:

Signature of Parent or Guardian

Printed Name

Date

Address

**SLEEPY HOLLOW SPORTS PARK
RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR
Sleepy Hollow Fright Film Fest
ALL PERSONS PARTICIPATING IN FILM MUST SIGN THIS RELEASE**

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 _____ ("Filmmaker") as part of the Sleepy Hollow Haunted Scream Park Fright Film Fest as well as in connection with any "behind the scenes" recordings taped, filmed, recorded and/or otherwise produced by the Sleepy Hollow Haunted Scream Park Fright Film Fest ("SHSP") with regard to the "making of" the FFF ("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".

I desire to participate in the activities offered at SHSP. I understand those activities to include, but not be limited to FRIGHT FILM FEST (FFF). I understand that these activities at varying times range from recreational to competitive. It is my intent to participate in the activities at the level being offered on this date. I hereby expressly waive any and all so-called "moral rights" or "droits morale" 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.

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 SHSP 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.

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 SHSP and each and all of their respective parents, subsidiaries, related and affiliated companies, licensees, sponsors, successors and assigns, and the directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing entities.

I am aware and fully understand that (FFF) can be very dangerous. Any stunts performed involve the risk of damage, serious injury and/or death, both to me and to others. I understand that there are many potential causes for property damage, serious injury and death at SHSP including negligence of SHSP, its owners, employees, volunteer staff, rescue personnel, and equipment as well as my own negligence and the negligence of others.

In consideration of being permitted to participate in the activities (FFF) offered by SHSP I hereby agree to release, waive, discharge, and covenant not to sue SHSP, its owners, agents, employees, or rescue personnel as well as any equipment manufacturers and distributors involved with the SHSP facilities from all liability from any and all loss or damage I may have and any claims or demands I may have on account of injury to my person and property or the person and property of others, including death, arising out of or related to the activities offered at and by SHSP, its owners, agents, employees, volunteer staff, equipment manufacturers, distributors or otherwise.

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 FFF, 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 wrongful death, 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.

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 SHSP would have accepted my participation in the FFF. 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.

In consideration of being permitted to participate in the activities (FFF) offered at SHSP I assume full responsibility for any risk of bodily injury, death, or property damage arising out of or related to the activities offered at SHSP. I assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the activities offered at SHSP whether caused by the negligence of SHSP, its owners, agents, employees, volunteer staff, equipment manufacturers, distributors or otherwise.

In consideration of being permitted to participate in the activities (FFF) offered at SHSP I hereby agree to indemnify and save and hold harmless SHSP, its owners, agents, employees, volunteer staff, equipment manufacturers, distributors from any loss, liability, damage, or cost they may incur arising out of claims generated while I participated in activities at SHSP whether caused by their negligence or otherwise.

In consideration of being permitted to participate in the activities (FFF) offered at SHSP I agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by SHSP, its owners, agents, employees, volunteer staff, and equipment manufacturers and distributors, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by Iowa law and that if any portion is held valid, it is agreed that the balance shall continue in full legal force and effect.

I voluntarily assume any and all risks, known or unknown, associated with my participation in the FFF and actions and undertakings in connection with the FFF 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 SHSP or their agents, employees, or other persons or entities affiliated with the FFF; participation in inherently dangerous activities, latent or apparent defects or conditions in any equipment used in the FFF; 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. Notwithstanding the foregoing, 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").

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT AND INDUCEMENT, ASSURANCE, GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PARTICIPANT NAME

PARENT SIGNATURE (if under 18)

Date

Sleepy Hollow Haunted Scream Park Fright Film Fest Music Release Form

P1. For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the undersigned (I, me, my) agree to furnish the musical compositions, recordings, performances, and/or other materials described below (collectively "Material") intended to be incorporated in and used in connection with a motion picture ("Film") being produced by _____ ("Filmmaker") as part of the.

The description of the Material is as follows: (please list title of music; if original work, list composer and/or musician; if from music service or music library, please list the name of the service/library and contact information.)

2. I hereby irrevocably grant to Filmmaker and Sleepy Hollow Haunted Scream Park Fright Film Fest. ("SHSP" (collectively, "Producer") the right to incorporate the Material, and any portions thereof, in whole or in part in the Film in any manner at Producer's sole discretion, and to use and exploit the Material (as incorporated in the Film) in all media, versions and forms, whether now known or hereafter devised, in all languages, throughout the universe, in perpetuity, including, without limitation, television, the Internet, DVD, books, merchandise and all ancillary exploitation, and in any advertising, publicity or promotion for the Film, the FFF, SHSP and/or any sponsor of SHSP and/or the FFF. Producer has the right to alter or modify the Material in any manner, at its sole discretion. Producer may in its sole discretion accord me credit in the Film and/or otherwise for such use.

3. I represent that I have the right to grant to Producer the right to use the Material without the necessity of obtaining the consent of any third person or entity, and that the Material does not infringe the copyright or violate any right of publicity, privacy or any other right of any person or entity. Nothing herein requires Producer to use the Material. I agree to indemnify and hold harmless Producer and any person claiming under Producer, and the officers, directors, shareholders, employees, agents and representatives thereof, from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising in connection with any breach or alleged breach by me of any above representations or agreements. I hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder. I acknowledge that, in the event of any breach by Producer or any third party, the damage, if any, caused me thereby will not be irreparable or otherwise sufficient to entitle me to seek injunctive or other equitable relief. I acknowledge that my rights and remedies, if any, in any such event will be strictly limited to the right, if any, to recover compensatory monetary (but not punitive or consequential) damages in an action at law, and I will have neither the right to rescind or terminate this Agreement or any of Producer's or its licensees' or assigns' rights hereunder, nor the right to enjoin the production, exhibition or other exploitation of the Film or any subsidiary or allied rights with respect thereto, nor will I have the right to terminate my obligations hereunder by reason of such breach. 4. I agree to timely execute and deliver (or to procure the timely execution and delivery to Producer of) any additional documents which Producer may require to evidence its rights. I hereby appoint Producer, or its nominee, as my irrevocable attorney-in-fact, with the right, but not the obligation, to prepare or complete any such documents and to execute the same in my name, or to obtain execution thereof by others.

5. In addition to any of its other rights or remedies, Producer will be entitled to seek injunctive relief in the event of any breach of my representations, warranties and agreements hereunder. Producer and shall have the right to freely assign and license this agreement and all or a portion of its rights and remedies hereunder, without my consent. This Agreement will inure to the benefit of and will be binding upon the parties' respective affiliates, successors, licensees, assigns, heirs and representatives. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto.

6. I give Producer the foregoing grant of rights with the full knowledge and understanding that Producer may incur substantial expense in reliance thereon. Producer may at any time elect not to use the Materials, in which case neither party will have any obligation to the other hereunder.

Agreed and Accepted:

Name: _____ Signature: _____

Date: _____ Phone: _____ Email: _____

Address: _____

If Signatory is under 18:

Signature of Parent or Guardian Printed Name Date

Address

Sleepy Hollow Haunted Scream Park Fright Film Fest Materials Release Form

1. In consideration the receipt and adequacy of which is hereby acknowledged, the undersigned (I, me, my) agree to furnish the materials described below (collectively "Material") intended to be incorporated in and used in connection with a motion picture ("Film") being produced by _____ ("Filmmaker") as part of the Sleepy Hollow Haunted Scream Park Fright Film Fest.

The description of the Material is as follows:

2. I hereby irrevocably grant to Filmmaker and Sleepy Hollow Haunted Scream Park Fright Film Fest. ("SHSP") (collectively, "Producer") the right to incorporate the Material, and any portions or images contained therein, in whole or in part in the Film in any manner at Producer's sole discretion, and to use and exploit the Material (as incorporated in the Film) in all media, versions and forms, whether now known or hereafter devised, in all languages, throughout the universe, in perpetuity, including, without limitation, television, the Internet, DVD, books, merchandise and all ancillary exploitation, and in any advertising, publicity or promotion for the Film, the FFF, SHSP and/or any sponsor of SHSP and/or the FFF. Producer has the right to alter or modify the Material in any manner, at its sole discretion. Producer may in its sole discretion accord me credit in the Film and/or otherwise for such use.

3. I represent that I have the right to grant to Producer the right to use the Material without the necessity of obtaining the consent of any third person or entity, and that the Material does not infringe the copyright or violate any right of publicity, privacy or any other right of any person or entity. Nothing herein requires Producer to use the Material. I agree to indemnify and hold harmless Producer and any person claiming under Producer, and the officers, directors, shareholders, employees, agents and representatives thereof, from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising in connection with any breach or alleged breach by me of any above representations or agreements. I hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder. I acknowledge that, in the event of any breach by Producer or any third party, the damage, if any, caused me thereby will not be irreparable or otherwise sufficient to entitle me to seek injunctive or other equitable relief. I acknowledge that my rights and remedies, if any, in any such event will be strictly limited to the right, if any, to recover compensatory monetary (but not punitive or consequential) damages in an action at law, and I will have neither the right to rescind or terminate this Agreement or any of Producer's or its licensees' or assigns' rights hereunder, nor the right to enjoin the production, exhibition or other exploitation of the Film or any subsidiary or allied rights with respect thereto, nor will I have the right to terminate my obligations hereunder by reason of such breach.

4. I agree to timely execute and deliver (or to procure the timely execution and delivery to Producer of) any additional documents which Producer may require to evidence its rights. I hereby appoint Producer, or its nominee, as my irrevocable attorney-in-fact, with the right, but not the obligation, to prepare or complete any such documents and to execute the same in my name, or to obtain execution thereof by others.

5. In addition to any of its other rights or remedies, Producer will be entitled to seek injunctive relief in the event of any breach of my representations, warranties and agreements hereunder. Producer shall have the right to freely assign and license this agreement and all or a portion of its rights and remedies hereunder, without my consent. This Agreement will inure to the benefit of and will be binding upon the parties' respective affiliates, successors, licensees, assigns, heirs and representatives. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto.

6. I give Producer the foregoing grant of rights with the full knowledge and understanding that Producer may incur substantial expense in reliance thereon. Producer may at any time elect not to use the Materials, in which case neither party will have any obligation to the other hereunder.

Agreed and Accepted:

Name: _____

Signature: _____

Date: _____

Phone: _____ Email: _____

Address: _____

If Signatory is under 18:

Signature of Parent or Guardian Printed Name Date

Address

Sleepy Hollow Haunted Scream Park Fright Film Fest Location Release Form

DATE: _____, 2011 NAME: ["Owner"] ADDRESS OF PROPERTY: Owner hereby grants to _____ ("Producer") and the Sleepy Hollow Haunted Scream Park Fright Film Fest. ("SHSP") and their respective parents, subsidiaries and affiliates, licensees, successors and assigns (collectively "the Released Parties"), for good and valuable consideration, receipt of which is hereby acknowledged, permission to access, enter upon and use the Property identified above and the contents thereof and the appurtenances thereto (the "Property") for the purpose of photographing and recording certain scenes in connection in and in connection with a motion picture ("Film") being produced by _____ ("Producer") as part of the SHHSPFFF on or about _____ (date) (the "FFF"), as well as in connection with any "behind the scenes" recordings taped, filmed, recorded and/or otherwise produced by SHSP with regard to the "making of" the FFF ("Documentary Footage"), during production thereof. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials".

SHSP and/or Producer may place all necessary facilities and equipment on the Property and agree to remove same after completion of work and leave the property in as good of condition as when received. SHSP and/or Producer will use reasonable care to prevent damage to said Property. Owner irrevocably grants to Producer and SHSP all rights of every kind in and to the Materials including without limitation the right to exploit the Materials throughout the world, in any and all languages, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, in and in connection with the Film and/or the Documentary Footage, SHSP or otherwise and for advertising and promotional purposes in connection therewith and all rights, including copyright in the Materials shall be and remain vested in Producer and/or SHSP. In no manner limiting the foregoing, Producer and SHSP shall have the perpetual right to edit, dub, subtract from, add to or modify the Materials in any manner, combine the Materials with any other material and/or incorporate it into other Film and/or the Documentary Footage(s). Owner's signature hereon subsequent to the production of the Materials shall have the same effect as if Owner had signed in advance thereof. Owner hereby waives any right of inspection or approval of the appearance of the Property in the Materials, and the uses to which such appearance and/or the Materials may be put. Owner acknowledges that Producer and/or SHSP will rely on this permission and this Release potentially at substantial cost to them and Owner hereby agrees that neither Owner, nor any tenant, nor other party now or hereafter having an interest in the Property (collectively "Releasing Parties"), shall have any right of action against the Released Parties or any of them or any other party arising out of the production (including without limitation trespass to real or personal property and/or invasion of privacy) or any use of said Materials whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. In no manner limiting the foregoing, none of the Releasing Parties will be entitled to equitable or injunctive relief in conjunction with any claim or action of any kind against the Released Parties or any of them. The undersigned represents and warrants that the undersigned has all rights and authority to enter into this agreement and to grant the rights granted hereunder. No other authorization is necessary to enable Producer and/or SHSP to use the Property for the purposes herein contemplated. Producer and/or SHSP are not obligated to actually use the Property or produce the Film and/or the Documentary Footage or include the Materials in the Film and/or the Documentary Footage for which it was shot or otherwise. This is the entire agreement. This release shall bind Owner and Owner's personal representatives and/or executors.

Agreed and Accepted:

Name: _____

Signature: _____

Date: _____

Phone: _____ Email: _____

Address (if different than above): _____

SLEEPY HOLLOW FRIGHT FILM FEST RULES

1. Submissions must be under 8 minutes in length
2. If you have gratuitous adult content (nudity, violence, swearing, sexual content) you must put an R rating on your video and have a *Rate R* in the bottom left corner of for the duration of your film.
3. Your Film must have a plot. While we are doing some fun awards for best kill and best death scene, the grand prize will weigh heavily on plot and character development. Keep this in mind while filming. Horror movies are not solely based on gore. Do a little research.
4. You must complete the above form.
5. Every person appearing in your movie must sign the Sleepy Hollow waiver below.
6. Note: Song parodies (i.e., use of identifiable pre-existing compositions with new or altered lyrics or music) may not be included in the film without a signed release from the composition's rights holder. This rule applies without regard to whether the song parody arguably constitutes "fair use" under US or international copyright law.
7. Credits at the end of each film are limited to a maximum of 60 seconds. (A film may be 7 minutes long, with an additional 60 seconds of credits, for a total running time of 8 minutes.)
8. Each team must secure releases for talent, crew, music and locations (and any other applicable releases), which must be turned in to Sleepy Hollow organizers with the finished film/video. (A Release Form needs to be signed by each person appearing in the movie. You also need to note if anyone is a member of the Screen Actors Guild.) The film/video will not be screened before the Sleepy Hollow receives the signed releases.
9. Sleepy Hollow reserves the right to disqualify any video that we feel defames or is offensive to a group or individual. For instance, your film can be about racism, but it can't be racist.
10. If you use any type of weapons in the film, you are responsible for any legal issues that arise and any and all damages and lawsuits stemming from the use of such props.
- 11 It is imperative that you get permission to film in cemeteries. Any Cemetery scenes without a location waiver will be disqualified.
12. Nudity Waiver: If you have nudity in your film, anyone appearing nude must sign a waiver and certify with a copy of their driver's license that they are at least 18 years old. Anyone appearing nude under 18 years old will be turned in to the police.
13. The fee for entry is \$50.
14. **Anyone using an actor/actress who is a member of the Screen Actors Guild must have that person fill out the appropriate paper work in accordance with SAG rules. These forms can be found at www.sag.org. If it is found that paperwork hasn't been filed, the team will be disqualified.**

Please send or drop off submissions on DVD to:

Attn: Max (FFF)
Sleepy Hollow Sports Park
4051 Dean Avenue
Des Moines, IA 50317

***NOTE: All DVD's must be received with \$50 payment and signed waivers by 4 PM October 11th, 2011.**

NUDITY AND ALCOHOL WAIVER

By signing this waiver, I certify that I am over 18 years old if performing a nude scene and I have over 21 years old if drinking an alcoholic beverage on film. I am providing a copy of my driver's license as proof of age, and I agree to accept all legal repercussions resulting from my falsely stating my age as part of a team competing in the Sleepy Hollow Haunted Scream Park Fright Film Fest.

Agreed and Accepted:

Name: _____

Signature: _____ Date: _____

Date Of Birth: _____

Phone: _____ Email: _____

Address (if different than above): _____

Please include a copy of your driver's license.