

SUBMISSION RELEASE

To: Cream Productions Inc.
317 Adelaide Street West #805,
Toronto, Ontario, Canada M5V 1P9

Re: Materials submitted to Cream Productions Inc., with respect to a proposal currently entitled or referred to as “_____” (hereafter, the “Material”), which, for purposes of this Release, includes all accompanying materials, including but not limited to written materials and/or tapes.

By signing and returning a copy of this Release, I hereby acknowledge and agree to the following:

1. The Material is novel and original and I own exclusively, or I am the authorized signatory for the exclusive owner(s) of, all rights to the Material including but not limited to copyright and all underlying rights to story, concept and characters.
2. The Material does not infringe upon or violate the rights of privacy of or constitute a libel or slander against, or violate any common law rights or any other rights of any person.
3. Other persons, including employees of Cream Productions Inc., may have submitted to Cream Productions Inc. or made public material that is similar to the Material (“Similar Material”) submitted by me. Cream Productions Inc. shall have the unfettered right to use the Similar Material and such use shall not create any obligation of any nature whatsoever to me with respect to the Material submitted, and I shall not be entitled to any form of compensation in connection with said use and hereby waive any and all claims and/or rights of action against Cream Productions Inc. for such use of the Similar Material.
4. I agree to retain an original copy of the Material that I submit to Cream Productions Inc. and I fully release and discharge Cream Productions Inc. from any liability in connection with any loss or damage to the Material.
5. Nothing herein shall obligate Cream Productions Inc. to evaluate or review the Material.
6. Cream Productions Inc., as referred to herein, shall be deemed to include all parent, affiliated and related companies of Cream Productions Inc. and the employees, agents and contractors thereof.
7. This Release represents the entire understanding between me and Cream Productions Inc. and cannot be modified or waived in any way, unless otherwise stated by written agreement signed by both me and an authorized signatory of Cream Productions Inc. The invalidity of any provisions of this Release shall not affect the validity of any remaining provisions, which shall be deemed to be in full force and effect. My signature shall also be deemed to confirm the agreement of any other entity or person who I am authorized to sign for and who has any interest or ownership in the Material.

AGREED AND ACCEPTED BY:

Signature: _____ Address: _____
Print Name: _____
Date: _____, 20____.