

MATERIAL SUBMISSION AGREEMENT AND RELEASE

Person Appearing: _____ (“Minor”)

Minor’s Parent or Guardian: _____ (“Parent/Guardian”)

Project: CYBERCHASE BIG IDEAS VIDEOS (“Project”)

The following constitutes an agreement between Parent/Guardian and Educational Broadcasting Corporation, 450 West 33rd Street, New York, NY 10001 (“EBC”) regarding the video and/or other materials (collectively the “Materials”) being submitted by Parent/Guardian on behalf of Minor in connection with the television series *CYBERCHASE* (“Series”) and Project in accordance with the terms and conditions set forth below.

1. Parent/Guardian warrants and represents that he/she is at least 18 years of age and that he/she is the parent/legal guardian of Minor.
2. All Materials submitted to EBC will become the sole and exclusive property of EBC and cannot be returned at any time. By submitting the Materials, Parent/Guardian agrees that EBC may, but is not obligated to, use all or part of the Materials in connection with the Project and/or Series and in connection with all ancillary, allied, incidental and subsidiary rights related thereto, and in the advertising, marketing, exhibition and exploitation of the Project and/or Series, in any manner and medium now known or hereafter devised, throughout the universe, in perpetuity. Parent/Guardian warrants that the Materials are 100% original and do not violate any right of any person or entity, including but not limited to the rights of privacy or publicity; that the Materials do not constitute a defamation against any person or entity; that there are and will be no encumbrances, liens, conditions or restrictions whatsoever upon or affecting such Materials.
3. Parent/Guardian warrants and represents that he/she or Minor is the sole copyright owner of the Materials, and that he/she has the sole right and authority to enter into this Agreement. Any assignment of such copyright will be subject to this Agreement.
4. Parent/Guardian warrants and represents that he/she is releasing EBC from any claims, losses, liabilities, damages and expenses incurred on behalf of him/her or Minor whatsoever arising out of the use and disclosure of the Materials.
5. Parent/Guardian hereby authorizes EBC to use, in whole or in part, Minor’s name, likeness, image, voice, biography, appearance and performance in connection with the Project and/or Series, in all manner and media now known or hereafter devised as EBC may determine in its sole discretion, including but not limited to any advertising and promotion of the Project and/or Series. EBC, its successors and assigns will own all right, title and interest, including but not limited to the copyrights, in and to the Project and Series, to be used and disposed of throughout the universe in perpetuity without limitation as EBC may determine in its sole discretion.
6. Parent/Guardian will indemnify, defend and hold EBC harmless from and against any and all claims, losses, liabilities, damages and expenses, including reasonable attorneys’ fees, which may result from any breach of the representations and warranties herein.
7. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and cannot be changed except by an instrument in writing signed by the parties. Parent/Guardian agrees that he/she and Minor will both be bound by this Agreement.

ACCEPTED AND AGREED TO:

Parent or Guardian’s Signature: _____

Name: _____

Address: _____

Phone Number: _____

Date: _____