

**Brave New Foundation**

10510 Culver Boulevard  
Culver City, CA 90232  
Ph: 310.204.0448

**STANDARD CLEARANCE AGREEMENT AND RELEASE**

TYPE (circle one): FOOTAGE PHOTOGRAPH DOCUMENT PUBLICATION OTHER \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_ (hereinafter, "Material")

OWNER: \_\_\_\_\_

1. For good and valuable consideration, receipt of which is hereby acknowledged, this Agreement shall confirm that I grant permission to Brave New Foundation, and its affiliates, distributors, licensees and assigns (collectively, "Producer"), to use, release, exhibit, depict, display, reproduce and broadcast the Material, as well as for ancillary, subsidiary and related commercial purposes (including, without limitation, all advertising, publicizing, promotion, merchandising, exhibiting and exploitation), by any and all media, technology and devices in perpetuity throughout the universe, at no charge to Producer. It is agreed that no payments, residuals, reuse fees or other compensation shall be made to me or any other party in connection with the use of the Material.

2. I hereby grant permission to Brave New Foundation to use my picture, photograph, silhouette, voice, performances, poses, acts, plays and appearances, and other reproductions of my physical likeness and sound as part of the documentary tentatively entitled "IRAQ VETERANS MEMORIAL" and the unlimited distribution, advertising, promotion, assignment, exhibition and exploitation by any method or device now known or hereafter devised in which the same may be used, and/or incorporated and/or exhibited and/or exploited.

3. I represent and warrant that the Material was created and/or is owned by me and that the Material is original; that I am the sole owner of all rights in and to the Material; that I have obtained all rights, consents and permissions necessary regarding the content of the Material and the Material (including, but not limited to, rights of any party appearing in the Material); that I have the full right, power, authority and ability to enter into and fully perform this Agreement, including granting the rights herein; that no other party's consent is necessary to effectuate the full and complete exercise of the rights granted herein; that I have not entered into any other agreement which would in any way prevent me from performing this Agreement; that I have not done anything (nor do I plan on doing anything) which would prevent or interfere with the full and complete performance hereto or exercise of the rights granted herein; that any use of same hereunder does not violate the rights of any party; and that the Material is not the subject of any litigation. I further agree that I shall not, and hereby waive any right to, terminate these authorizations or obtain injunctive or other equitable relief with respect to this Agreement and/or the Material. I will indemnify and hold harmless Producer and its parents, subsidiaries, affiliated entities, successors, licensees, employees, agents and assigns from and against any and all claims, demands, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorney's fees) arising out of or related to the breach, actual, anticipatory or alleged, of the foregoing warranties, representations and this Agreement.

4. I hereby release Producer from any claims, whether existing at present or in the future, including, without limitation, all rights, demands and/or liabilities regarding invasion of privacy, right of publicity, defamation (including libel and slander), copyright infringement, moral rights, confidentiality, and/or any other personal or property interests or rights, or any cause of action or claim arising out of production, distribution, broadcast, exploitation or exhibition of the Material and any ancillary and subsidiary uses of the Material. I shall not now or in the future assert or maintain any such claim against Producer.

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5. In the event of a dispute arising from or in connection with this agreement, I agree that the internal laws of the State of California shall govern (without giving effect to California’s choice or conflict of law principles that would result in the application of any other state’s laws) and that venue for the resolution of any dispute shall be Los Angeles, California. If any controversy or claim arising out of or relating to this Agreement, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor first to settle the controversy or claim by mediation conducted in the County of Los Angeles and administered by an experienced mediator, with experience mediating entertainment disputes. If a controversy or claim is not otherwise resolved through direct discussions or mediation, it shall be resolved by arbitration conducted in the County of Los Angeles and administered by an experienced arbitrator, with experience arbitrating entertainment disputes, licensed to practice law in California.

ACCEPTED, ACKNOWLEDGED AND AGREED.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

NAME OF HONORED SOLDIER: \_\_\_\_\_

For internal use only:

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Camera Tape No.:		Editorial No:		Release No.	
Location:		Date:		Producer:	